

STATE OF WEST VIRGINIA, COUNTY OF UPSHUR, CITY OF BUCKHANNON, TO WIT:

A regular meeting of the Buckhannon City Council was held on Thursday, September 4, 2025, at 7:00 p.m., in the Council Chambers of City Hall. The following individuals were in attendance (GTM indicates by GoToMeeting*):

Mayor	Robbie Skinner	Present - GTM
City Recorder	Randy Sanders	Present
Council Member	Pam Bucklew	Absent
Council Member	Jack Reger	Present
Council Member	Robert Zuliani	Present
Council Member	David Thomas	Present
Council Member	Scott Randall	Present
Assistant Recorder & Director of Finance	Amberle Jenkins	Present
City Attorney	Tom O'Neill	Present
Buckhannon Fire Department	Chief J.B. Kimble	Present
Director of Public Works	Ethan Crosten	Present
City Hall Office Manager	Barbara Hinkle	Present
Media:		
Channel 3	Dennis Cortes	Present
MyBuckhannon.com	Katie Kuba	Present
Record Delta	Noah Jeffries	Present

Guests: Tom Aman, Shane Whitehair, Dr. Tim Reese; Mike Wallace; Rita Cochran; Jenlyn Alderman; Denise Hedrick; Christie Mundy; Marilyn Walton; Elissa Linger; Wyatt Burns; Jody Light; Jerry Henderson; Donna L. Broslawsky and Joe Broslawsky; Maria Potter and members of the Buckhannon Fire Department including FF 1st Class Brian Potter, Captain Linn Baxa, Captain Joey Baxa, Probationary FF Alyssa Rohr, Probationary FF Jonathan Warner, Probationary FF Blake Rasnake, Captain Glenn Davis, Lieutenant Ethan Smith.

*Council of the City of Buckhannon Public Meeting Agenda
7:00 PM | Thursday, September 4, 2025
Council Chambers | 70 East Main Street*

1. Public Hearing
To conduct a public hearing regarding the proposed enactment on third and final reading of a Note Authorizing Ordinance of the City which authorizes the issuance by the City of its Water Revenue Bond Anticipation Note, Series 2025 (Tax Exempt) in an amount not to exceed \$6,000,000 for the purpose of financing design, property acquisition and pre-construction activities relating to future improvements to the waterworks system of the City as well as costs of issuance of such Note and related costs.
2. Call to Order
3. Moment of Silent Reflection
4. Pledge of Allegiance
5. Approval of Previous Meeting Minutes: Regular Meeting: 07/15/2025, 08/07/2025, 08/21/2025
6. Recognition of Guests
 - a. Thomas Aman, Steptoe & Johnson, PLLC
 - b. American Legion Post 7
 - i. Proclamation- Patriot Week Serving Our Veterans
 - c. Elizabeth Zane Chapter- Daughters of the American Revolution
 - i. Proclamation- Constitution Week 2025
 - d. West Virginia Wesleyan College Student Senate Wyatt Burns
7. Public Comment – Motion to Open & Close Requested
8. Financial Report – Director of Finance Amberle Jenkins
 - a. Approve Payment of Bills
 - b. CPWB’s Recommendation Enterprise Fleet Management Program for Parking Enforcement Vehicle

- c. Approve SYCC Hart Office Solutions Copier Lease & Maintenance Agreement
 - d. Approve Resolution No. 2025-06 General Fund Budget Revision #2 FY 2025/2026
9. Public Works Report – Director of Public Works, Ethan Crosten
- a. Report of Zoning and Code Enforcement
 - i. Approve Building and Wiring Permits
 - ii. Zoning Board of Appeals Memorandum Decision re: 152 Randolph St., 133 Pocahontas St., 188 Pocahontas St.
10. Fire Department Report – Chief J.B. Kimble
- a. Pinning of Lieutenant Maria Potter
 - b. Fire Civil Service Commission Recommendation of Top 3 Candidates to Council for Consideration of Hiring & to Set Date of Interviews for Position of Probationary Firefighter
11. City Attorney’s Report – Thomas J. O’Neil
- a. Approval Ordinance No. 475 Amending Ordinance No. 438 Municipal Purchasing – 2nd /Final Reading
 - b. American Legal Publishing Codification Proposal
12. Old Business Discussions
- a. Third Party Towing & Storage Services for Community Events
 - b. Revisit Zoning Application Process
13. New Business Discussions
- a. Water Treatment Plant Project
 - i. Consideration of enactment on third and final reading following a public hearing thereon of a Note Authorizing Ordinance of the City which authorizes the issuance by the City of its Water Revenue Bond Anticipation Note, Series 2025 (Tax Exempt) in an amount not to exceed \$6,000,000 for the purpose of financing design, property acquisition and pre-construction activities relating to future improvements to the waterworks system of the City as well as costs of issuance of such Note and related costs.
 - ii. To consider for adoption a Supplemental Resolution of the City providing authorizations and approvals with respect to the issuance by the City of its Water Revenue Bond Anticipation Note, Series 2025 (Tax Exempt) in an amount not to exceed \$6,000,000 for the purpose of financing design, property acquisition and pre-construction activities relating to future improvements to the waterworks system of the City as well as costs of issuance of such Note and related costs.
14. Council Members’ Remarks and Announcements
15. City Recorder’s Report, Remarks, and Announcements
- a. Report of Events, Correspondence, and Information
 - i. Announcement: Buckhannon Small Business Start-Up Grant Program
 - ii. Notice COB Surplus Auction on 09/17/25 9AM at 30 Brushy Fork Crossing
 - iii. Buckhannon Water Treatment Plant Project-Frequently Asked Questions (FAQ)
 - iv. Children’s Festival at SYCC on 09/20/25 10am-2pm
 - v. BCT- PUFFS Performance 10/23/25-10/26/25 at CAC
 - b. Upcoming Events at The Event Center at Brushy Fork
 - i. August 18-September 30, 2025 – No Events for Parking Lot Pavement Project
 - ii. October 11, 2025 - Real Shoot Wrestling Event
 - iii. October 18, 2025 - BUHS Class of 1970 Reunion
 - iv. November 8, 2025 - Mountain Heart Training Event
 - v. November 22, 2025 - Holly Jolly Craft Show
 - vi. November 29, 2025 - Real Shoot Wrestling Event
 - vii. December 06, 2025 - Fur Ball Fundraiser
 - viii. December 09, 2025 - Private Holiday Event
 - ix. December 20, 2025 - Real Shoot Wrestling Event
16. Mayor’s Remarks and Announcements
17. Declaration of Adjournment

*This agenda was certified by Mayor Robbie Skinner on Monday, August 29, 2025. *Those who participated in this meeting virtually used this link: <https://global.gotomeeting.com/join/443910693>, or by phone, call: (571) 317-3112, access code: 443-910-693.*

1. Public Hearing

To conduct a public hearing regarding the proposed enactment on the third and final reading of a Note Authorizing Ordinance of the City, which authorizes the issuance by the City of its Water Revenue Bond Anticipation Note, Series 2025 (Tax Exempt), in an amount not to exceed \$6,000,000 for the purpose of financing design, property acquisition, and pre-construction activities relating to future improvements to the waterworks system of the City, as well as costs of issuance of such Note and related costs.

NOTICE OF PUBLIC HEARING

A public hearing will be held on the following-entitled Ordinance at a regular meeting of the City Council of The City of Buckhannon (the “City”) to be held on Thursday, September 4, 2025, at 7:00 p.m. (or as soon thereafter as the matter may be heard) in the Council Chambers, City Hall, 70 East Main Street, Buckhannon, West Virginia, and at such hearing any person interested may appear before the City and present protests, and all protests and suggestions shall be heard by the City and it shall then take such actions as it shall deem proper in the premises upon an Ordinance entitled:

ORDINANCE AUTHORIZING THE DESIGN AND UNDERTAKING OF PRE-CONSTRUCTION ACTIVITIES FOR IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC WATERWORKS SYSTEM AND TEMPORARILY FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, AND PAYING COSTS OF ISSUANCE AND RELATED COSTS, THROUGH THE ISSUANCE OF THE WATER REVENUE BOND ANTICIPATION NOTE, SERIES 2025 (TAX EXEMPT) OF THE CITY OF BUCKHANNON IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN \$6,000,000; PROVIDING FOR THE RIGHTS AND REMEDIES OF, AND THE SECURITY FOR, THE REGISTERED OWNER OF SUCH NOTE; AUTHORIZING THE EXECUTION AND DELIVERY OF A TAX CERTIFICATE, A TAX COMPLIANCE POLICY AND OTHER DOCUMENTS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH NOTE AND ADOPTING OTHER PROVISIONS RELATING THERETO.

The above quoted title of the Ordinance describes generally the contents thereof and the purposes of the Bond Anticipation Note (the “Series 2025 BAN”) contemplated thereby. The City contemplates the issuance of the Series 2025 BAN described in the Ordinance. The proceeds of the Series 2025 BAN will be used to (i) pay the costs of design, property acquisition and pre-construction activities relating to future improvements to the waterworks system of the City (the “Project”); and (ii) pay certain costs of issuance of the Series 2025 BAN and related costs. The Series 2025 BAN is payable solely from surplus revenues to be derived from the waterworks system of the City which is operated by The Water Board of the City of Buckhannon as well as the proceeds of grants or loans obtained by the City to permanently finance the costs of the Project. No taxes may at any time be levied by the City for the payment of the Series 2025 BAN or the interest thereon.

The above-entitled Ordinance was approved and adopted on second reading by the City Council on August 7, 2025. A certified copy of the above-entitled Ordinance is on file with the City Clerk of the City for review by interested parties during regular office hours.

Following the public hearing, the City Council of the City intends to enact the Ordinance upon final reading.

By: /s/ Randy Sanders
City Recorder

At 7:00 p.m., Mayor Robbie Skinner, who attended via GoToMeeting, called the September 4, 2025, Public Hearing of the Council of the City of Buckhannon regarding the above captioned matter to order. He called for any person(s) who wished to address the City Council regarding the matter to make their intentions known. No person did so.

Reger/Zuliani motioned to close the Public Hearing of the third and final reading of a Note Authorizing Ordinance of the City, which authorizes the issuance by the City of its Water Revenue Bond Anticipation Note, Series 2025 (Tax Exempt), in an amount not to exceed \$6,000,000 for the purpose of financing design, property acquisition, and pre-construction activities relating to future improvements to the waterworks system of the City, as well as costs of issuance of such Note and related costs. The motion carried.

2. Call to Order: At 7:01 p.m., Mayor Robbie Skinner called the September 4, 2025, regular meeting of the Buckhannon City Council to order.

3. Moment of Silent Reflection: Mayor Skinner invited those in attendance to a moment of silent reflection.

4. Pledge of Allegiance: Mayor Skinner invited those in attendance to recite the Pledge of Allegiance.

5. Approval of Previous Meeting Minutes: Regular Meeting: 07/15/2025, 08/07/2025, 08/21/2025 - Mayor Skinner noted that the minutes for the Regular Meeting of 07/15/2025 were available, and asked for any corrections, additions, or a motion to approve.

Zuliani/Bucklew motioned to approve the minutes from the Regular Meeting of 07/15/2025. The motion carried unanimously.

6. Recognition of Guests

Without objection, Mayor Skinner asked that we move agenda items 6. b. and c. to the table.

b. American Legion Post 7

i. Proclamation- Patriot Week Serving Our Veterans – Mike Wallace appeared on behalf of the American Legion Post 7. Mayor Skinner read the proclamation, and Recorder Sanders presented the same to Commander Wallace.

Proclamation “Patriot Week: Serving our Veterans”

As we remember the victims of 9/11 we must also provide for those who responded.

WHEREAS, those who have served our nation throughout its history have done so to insure all our freedoms; and

WHEREAS, many of those who served, now need our nation to serve them and

WHEREAS, we the people of the United States must care for our veterans in return for their sacrifices; and

WHEREAS, while our government strives to assist the veterans, we the people must do what we can as well: and

WHEREAS, America and its people must have a noble and appropriate way to accomplish this through serving those who served us; and

WHEREAS, this commemoration should be conducted from September 8 to September 13, 2025 throughout the City of Buckhannon to include:

- The demonstration of America’s appreciation of those who have served our country;
- The assistance necessary to receive the care needed through the VA;
- The encouragement of brother/sisterhood with fellow veterans;
- The thanks of a grateful nation for the sacrifices of our service members;

NOW THEREFORE be it RESOLVED, as the Mayor of the City of Buckhannon, WV, that I am issuing this proclamation to memorialize those who have served our nation and that we are committed to serve them.

BE IT RESOLVED that this proclamation be publicized for all to see and know that the citizens of Buckhannon remember with eternal respect those who have served our nation and may now need assistance. Respectfully submitted on this 4th day of September, 2025.

Robert Neal Skinner, III, Mayor
City of Buckhannon

c. Elizabeth Zane Chapter- Daughters of the American Revolution

i. Proclamation - Constitution Week 2025 – Several members of the Elizabeth Zane Chapter, Daughters of the American Revolution, appeared for the proclamation. Mayor Skinner read the proclamation, and Recorder Sanders presented the same to the members, who presented him with a copy of the Constitution.

PROCLAMATION
CONSTITUTION WEEK 2025



WHEREAS, September 17, 2025 marks the two hundred thirty-eighth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and,

WHEREAS, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and,

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as **CONSTITUTION WEEK**;

NOW, THEREFORE, I, Robert Neal Skinner, III, Mayor of the City of Buckhannon, pursuant to the power & authority duly vested in me, do hereby proclaim the week of September 17 through 23, 2025 as:

CONSTITUTION WEEK

AND ask our citizens to reaffirm the ideals of the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

Given under my hand & official seal of The City of Buckhannon, this 4th day of September, 2025

Robert Neal Skinner, III, Mayor
City of Buckhannon

a. Thomas Aman, Steptoe & Johnson, PLLC – Mayor Skinner recognized Mr. Aman, who presented agenda item 13. a. i., Consideration of enactment on third and final reading following a public hearing thereon of a Note Authorizing Ordinance of the City which authorizes the issuance by the City of its Water Revenue Bond Anticipation Note, Series 2025 (Tax Exempt) in an amount not to exceed \$6,000,000 for the purpose of financing design, property acquisition and pre-construction activities relating to future improvements to the waterworks system of the City as well as costs of issuance of such Note and related costs.

ORDINANCE NO. 474

**THE CITY OF BUCKHANNON
(WEST VIRGINIA)**

WATER REVENUE BOND ANTICIPATION NOTE, SERIES 2025 (TAX EXEMPT)

NOTE ORDINANCE

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Note Ordinance

THE CITY OF BUCKHANNON (WEST VIRGINIA)

ORDINANCE AUTHORIZING THE DESIGN AND UNDERTAKING OF PRE-CONSTRUCTION ACTIVITIES FOR IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC WATERWORKS SYSTEM AND TEMPORARILY FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, AND PAYING COSTS OF ISSUANCE AND RELATED COSTS, THROUGH THE ISSUANCE OF THE WATER REVENUE BOND ANTICIPATION NOTE, SERIES 2025 (TAX EXEMPT) OF THE CITY OF BUCKHANNON IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN \$6,000,000; PROVIDING FOR THE RIGHTS AND REMEDIES OF, AND THE SECURITY FOR, THE REGISTERED OWNER OF SUCH NOTE; AUTHORIZING THE EXECUTION AND DELIVERY OF A TAX CERTIFICATE, A TAX COMPLIANCE POLICY AND OTHER DOCUMENTS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH NOTE AND ADOPTING OTHER PROVISIONS RELATING THERETO.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BUCKHANNON:

ARTICLE I
DEFINITIONS; STATUTORY AUTHORITY; FINDINGS

Section 1.01. Authority for this Ordinance. This Ordinance is enacted pursuant to the provisions of Chapter 8, Article 19 of the Code of West Virginia, 1931, as amended (the “Act”) and other applicable provisions of law.

Section 1.02. Findings. The Issuer hereby finds and determines as follows:

A. The Issuer is a municipality and political subdivision of the State of West Virginia, in Upshur County of said State.

B. The Issuer presently owns and operates a public waterworks system. It is deemed necessary and desirable for the health and welfare of the inhabitants of the Issuer that the acquisition and construction of certain additions, improvements and betterments to the existing public waterworks system of the Issuer be undertaken, consisting of design and pre-construction activities, specifically including but not limited to some or all of the following, engineering, legal, accounting, appraisal and project administration services, land and easement acquisition and related activities in connection with the acquisition and construction of improvements to the waterworks system, and all appurtenant facilities (collectively, the “Project”) (the existing public waterworks system of the Issuer, the Project and any further additions, betterments and improvements thereto are herein called the “System”).

C. The Issuer intends to permanently finance the costs of the Project through the issuance of future water revenue bonds pursuant to the Act.

D. It is deemed necessary for the Issuer to issue its Water Revenue Bond Anticipation Note, Series 2025 (Tax Exempt), in the aggregate principal amount of not more than \$6,000,000 (the “Series 2025 Note”), to temporarily finance the costs of the Project. Such costs shall be deemed to include the cost of all property rights, easements and franchises deemed necessary or convenient therefor; interest, if any, upon the Series 2025 Note prior to and during acquisition of the Project and for a period not exceeding 6 months after completion of acquisition of the Project; engineering and legal expenses; expenses for estimates of costs and revenues, expenses for plans, specifications and surveys; other expenses necessary or incident to determining the feasibility or practicability of the enterprise, administrative expense, commitment fees, discount, initial fees for the services of registrars, paying agents, depositories or trustees or other costs in connection with the sale of the Series 2025 Note and such other expenses as may be necessary or incidental to the financing herein authorized, the acquisition of the Project and the placing of same in operation, and the performance of the things herein required or permitted, in connection with any thereof, provided, that reimbursement to the Issuer for any amounts expended by it for allowable costs prior to the issuance of the Series 2025 Note or the repayment of indebtedness incurred by the Issuer for such purposes shall be deemed Costs of the Project, as hereinafter defined.

E. The period of usefulness of the System after completion of the Project is not less than 40 years.

F. It is in the best interest of the Issuer that the Series 2025 Note be sold to the Lender pursuant to the terms and provisions as shall be approved by Certificate of Determinations of the Issuer.

G. There are outstanding obligations of the Issuer secured by the Gross Revenues of the System, being the Issuer’s Water Revenue Bonds, Series 2016 A (Tax Exempt), dated February 18, 2016, issued in the original principal amount of \$3,755,000 (the “Series 2016 A Bonds” or “Prior Bonds”).

The Series 2025 Note shall be junior and subordinate to the Prior Bonds with respect to liens, pledge and source of and security for payment in all respects. The Series 2025 Note shall be payable solely from and secured by the proceeds of revenue bonds or other obligations issued subsequent to the Series 2025 Note and/or grant funds committed and available to the Issuer for the purposes of permanently financing the Project and secured by a first lien on Surplus Revenues.

H. The Issuer derives Gross Revenues from the System which are pledged for payment of the Prior Bonds. Except for such pledge thereof to secure and pay the Prior Bonds, said Gross Revenues are not pledged or encumbered in any manner.

I. The estimated Gross Revenues to be derived in each year after the date hereof from the operation of the System will be sufficient to provide for Operating Expenses of the System, for the payment of interest on the Series 2025 Note and the Prior Bonds, and to pay the principal on the Series 2025 Note and the Prior Bonds as and when it becomes due, and reasonable reserves therefore, to provide an adequate renewal and replacement fund, as hereinafter provided, and to make all other payments provided for in this Ordinance.

J. It is in the best interests of the Issuer and the customers thereof, that the Series 2025 Note be issued, and the Series 2025 Note be secured by a pledge of revenue bonds or other obligations of the Issuer, issued subsequent to the Series 2025 Note and/or grant funds committed and available to the Issuer for the purposes of permanently financing the Project, and Surplus Revenues, if any, of the System.

K. The Series 2025 Note and the Certificate of Authentication and Registration to be endorsed thereon are to be in substantially the form set forth in EXHIBIT A – FORM OF SERIES 2025 NOTE, attached hereto and incorporated herein by reference, with necessary and appropriate variations,

omissions and insertions as permitted or required by this Ordinance or a Supplemental Resolution or as deemed necessary by the Registrar or the Issuer.

L. All things necessary to make the Series 2025 Note, when authenticated by the Registrar and issued as in this Ordinance provided, the valid, binding and legal special obligation of the Issuer according to the import thereof, and to validly pledge and assign those funds pledged hereby to the payment of the principal of and interest on the Series 2025 Note will be timely done and duly performed.

M. The enactment of this Ordinance, and the execution and issuance of the Series 2025 Note, subject to the terms thereof, will not result in any breach of, or constitute a default under, any instrument to which the Issuer is a party or by which it may be bound or affected.

N. The Issuer has complied with all requirements of West Virginia law relating to the operation of the System, the issuance of the Series 2025 Note and the acquisition and construction of the Project or will have so complied prior to issuance of any thereof.

Section 1.03. Ordinance Constitutes Contract. In consideration of the acceptance of the Series 2025 Note by those who shall own or hold the same from time to time, this Ordinance shall be deemed to be and shall constitute a contract between the Issuer and such Registered Owner and the covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the legal Registered Owner of any and all of such Series 2025 Note, all of which shall be of equal rank and without preference, priority or distinction between any one Series 2025 Note and any other Series 2025 Note, by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

Section 1.04. Definitions. All capitalized terms used in this Ordinance and not otherwise defined in the recitals hereto shall have the meanings specified below, unless the context expressly requires otherwise:

“Act” means Chapter 8, Article 19 of the Code of West Virginia, 1931, as amended and in effect on the date of delivery of the Series 2025 Note.

“Additional Parity Bonds” means additional Bonds issued subsequent to the issuance of the Series 2025 Note payable from the Gross Revenues of the System on a parity with the Prior Bonds and senior and prior to the Series 2025 Note in all respects.

“Authorized Officer” means the Mayor of the Issuer or any other officer or employee of the Issuer specifically designated by resolution of the Governing Body of the Issuer.

“Bond Counsel” shall mean any law firm having a national reputation in the field of municipal law whose opinions are generally accepted by purchasers of municipal bonds, appointed by the Issuer, and shall initially mean Steptoe & Johnson PLLC, Bridgeport, West Virginia.

“Bond Legislation” means this Ordinance and all orders and resolutions supplemental hereto or amendatory hereof.

“Bonds” means, collectively, the Prior Bonds and any Additional Parity Bonds hereafter issued within the terms, restrictions and conditions contained herein.

“Business Day” means any day other than a Saturday, Sunday or a day on which national banking associations or West Virginia banking corporations are authorized by law to remain closed.

“Capitalized Interest” means monies whether from the proceeds of notes or any other source deposited in the Series 2025 Note Sinking Fund and pledged to the payment of interest on such Series 2025 Note.

“Cash Working Capital Reserve” means the cash working capital reserve required by Chapter 24, Article 1, Section 1(k) of the Code of West Virginia, 1931, as amended.

“Certificate of Authentication and Registration” means the Certificate of Authentication and Registration on the Series 2025 Note, substantially in the form set forth in EXHIBIT A - FORM OF SERIES 2025 NOTE, attached hereto.

“Certificate of Determinations” means the Certificate of Determinations for the Series 2025 Note.

“Closing Date” means the date upon which there is an exchange of the Series 2025 Note for the proceeds representing the original purchase price thereof.

“Code” shall mean the Internal Revenue Code of 1986, as amended and supplemented from time to time, and Regulations thereunder.

“Code of West Virginia” means the Code of West Virginia, 1931, as amended.

“Commission” means the West Virginia Municipal Bond Commission or any other agency of the State of West Virginia which succeeds to the functions of the Commission.

“Consulting Engineers” means any qualified engineer or firm of engineers, licensed by the State, that shall at any time hereafter be procured by the Issuer as Consulting Engineers for the System, or portion thereof, in accordance with Chapter 5G, Article 1 of the West Virginia Code of 1931, as amended; provided, that the Consulting Engineers shall not be a regular, full-time employee of the State or any of its agencies, commissions, or public corporation and political subdivisions.

“Costs” or similar terms means all those costs now or hereafter permitted by the Act to be financed with bonds issued pursuant hereto, including, without limitation, those costs described in Section 1.02D.

“Depository Bank” means the bank or banks to be designated as such in the Supplemental Resolution, and any other bank or national banking association located in the State of West Virginia, eligible under the laws of the State of West Virginia to receive deposits of state and municipal funds and insured by the FDIC that may hereafter be appointed by the Issuer as Depository Bank.

“Event of Default” means any occurrence or event specified in Section 7.01.

“FDIC” means the Federal Deposit Insurance Corporation or any successor to the functions of the FDIC.

“Fiscal Year” means each 12-month period beginning on July 1 and ending on the succeeding June 30.

“Governing Body” or “Council” means the council of the Issuer as it may now or hereafter be constituted.

“Government Obligations” means certificates or interest-bearing notes or obligations of the United States, or those for which the full faith and credit of the United States are pledged for the payment of principal and interest.

“Gross Revenues” means the aggregate gross operating and non-operating revenues of the System, determined in accordance with generally accepted accounting principles, after deduction of prompt payment discounts, if any, and reasonable provision for uncollectible accounts, and includes any proceeds from the sale or other disposition of capital assets, but does not include any increase in the value of capital assets (including Qualified Investments).

“Independent Certified Public Accountant” means any certified public accountant or firm of certified public accountants that shall at any time hereafter be retained by the Issuer to prepare an independent annual or special audit of the accounts of the System or for any purpose except keeping the accounts of the System in the normal operation of its business and affairs.

“Investment Property” means any security (as said term is defined in Section 165(g)(2)(A) or (B) of the Code), obligation, annuity contract, investment-type property or residential rental property for family units which is not located within the jurisdiction of the Issuer and which is not acquired to implement a court ordered or approved housing desegregation plan, excluding, however, obligations the interest on which is excluded from gross income, under Section 103 of the Code, for federal income tax purposes other than specified private activity bonds as defined in Section 57(a)(5)(C) of the Code.

“Issuer” means The City of Buckhannon, a municipality and political subdivision of the State of West Virginia, in Upshur County of said State, and, unless the context clearly indicates otherwise, includes the Governing Body of the Issuer and any other commission, board or department established by the Issuer to operate and maintain the System, including but not limited to The Water Board of the City of Buckhannon which was created by ordinance of the City enacted March 21, 1963 for such purpose.

“Lender” means the commercial lending institution as determined by a resolution supplemental hereto.

“Mayor” means the Mayor of the Issuer.

“Net Proceeds” means the face amount of the Series 2025 Note, plus accrued interest and premium, if any, less original issue discount, if any. For purposes of the Private Business Use limitations set forth herein, the term Net Proceeds shall include any amounts resulting from investment of proceeds of the Series 2025 Note, without regard to whether or not such investment is made in tax-exempt obligations.

“Net Revenues” means the balance of Gross Revenues remaining after deduction of Operating Expenses, as hereinafter defined.

“Nonpurpose Investment” means any Investment Property which is acquired with the gross proceeds of the Series 2025 Note and is not acquired in order to carry out the governmental purpose of the Series 2025 Note.

“Noteholder,” “Holder,” “Holder of the Note,” “Owner of the Note,” “Registered Owner,” or any similar term means any person who shall be the registered owner of any outstanding Series 2025 Note.

“Note Register” means the books of the Issuer maintained by the Registrar for the registration and transfer of the Series 2025 Note.

“Operating Expenses,” unless qualified, means the current expenses, paid or accrued, of repair, operation, management and maintenance of the System, and includes, without limiting the generality of the foregoing, administrative, engineering, legal, accounting, auditing and insurance expenses (other than those capitalized as part of the costs of any project relating to the acquisition, equipping or construction of additions, betterments or improvements for the System), supplies, labor, wages, the cost of materials and supplies used for current repairs, operations or maintenance, fees and expenses of fiscal agents and of the Depository Bank, Registrar and Paying Agent or Paying Agents, payments to pension or retirement funds, payments with respect to other post employment benefits, taxes and such other reasonable operating costs and expenses as should normally and regularly be included under generally accepted accounting principles.

“Operation and Maintenance Fund” means the Operation and Maintenance Fund created by the Prior Ordinance and continued hereby.

“Paying Agent” means the Commission and any other paying agent for the Series 2025 Note which may be appointed by a resolution supplemental hereto, all in accordance with Section 8.07 hereof.

“Prior Bonds” means the Series 2016 A Bonds.

“Prior Ordinance” means the ordinance of the Issuer, as supplemented or amended, authorizing the Prior Bonds.

“Private Business Use” means use directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and use as a member of the general public.

“Project Fund” means the Project Fund created by Section 4.01 hereof.

“Qualified Investments” means and includes any investment permitted to be made by a municipality, public service district or public corporation of the State pursuant to State Law, specifically including but not limited to Chapter 8, Article 13, Section 22 of the Code of West Virginia and the West Virginia “consolidated fund” managed by the West Virginia Board of Treasury Investments pursuant to Chapter 12, Article 6C of the Code of West Virginia.

“Rebate Fund” means the Rebate Fund, if necessary, described in Section 4.01 hereof.

“Record Date” means the day of the month which shall be so stated in the Series 2025 Note, regardless of whether such day is a Saturday, Sunday or legal holiday.

“Recorder” means the Recorder of the Issuer.

“Registered Owner,” “Noteholder,” “Holder,” “Owner” or any similar term means any person who shall be the registered owner of any outstanding Series 2025 Note.

“Registrar” means the bank to be designated in the Supplemental Resolution as the registrar for the Series 2025 Note, and any successor thereto appointed in accordance with Section 8.07 hereof.

“Regulations” means temporary and permanent regulations promulgated under the Code, and includes applicable regulations promulgated under the Internal Revenue Code of 1986 as amended.

“Renewal and Replacement Fund” means the Renewal and Replacement Fund created by the Prior Ordinance and continued by Section 4.01 hereof.

“Reserve Accounts” means, collectively, the respective reserve accounts created for the Prior Bonds and any hereinafter issued Additional Parity Bonds.

“Reserve Account Requirement” means the amount required to be on deposit in the respective Reserve Accounts for the Prior Bonds and any hereinafter issued Additional Parity Bonds.

“Revenue Fund” means the Revenue Fund established by the Prior Ordinance and continued hereby.

“Series 2016 A Bonds” means the Issuer’s Water Revenue Bonds, Series 2016 A (Tax Exempt), dated February 18, 2016, issued in the original aggregate principal amount of \$3,755,000.

“Series 2025 Note” means the Water Revenue Bond Anticipation Note, Series 2025, of the Issuer, originally authorized to be issued pursuant to this Ordinance and the Supplemental Resolution.

“Series 2025 Note Sinking Fund” means the Series 2025 Note Sinking Fund established by Section 4.02 hereof.

“Sinking Funds” means, collectively, the respective sinking funds created for the Series 2025 Note and the Prior Bonds.

“State” means the State of West Virginia.

“Supplemental Resolution” means any resolution amendatory hereof or supplemental hereto and, when preceded by the article “the,” refers specifically to the Supplemental Resolution to be adopted by the Issuer following adoption of this Ordinance, and any Certificate of Determinations provided for by such Supplemental Resolution, setting forth the final amounts, maturities, interest rates and other terms of the Series 2025 Note and authorizing the sale of the Series 2025 Note to the Lender; provided, that any provision intended to be included in the Supplemental Resolution and not so included may be contained in any Certificate of Determinations or any other Supplemental Resolution.

“Surplus Revenues” means the Net Revenues not required by the Bond Legislation to be set aside and held for the payment of or security for the Prior Bonds, or any other obligations of the Issuer, including, without limitation, the Renewal and Replacement Fund, the Cash Working Capital Reserve, the Sinking Funds and the Reserve Accounts.

“System” means the complete public waterworks system of the Issuer, presently existing in its entirety or any integral part thereof, and any further additions, extensions, renovations and improvements thereto hereafter constructed or acquired for the System from any sources whatsoever, specifically including, but not limited to, the Project.

Words importing singular number shall include the plural number in each case and vice versa; words importing persons shall include firms and corporations and vice versa; and words importing the masculine gender shall include the feminine and neuter genders and vice versa.

Additional terms and phrases are defined in this Ordinance as they are used. Accounting terms not specifically defined herein shall be given meaning in accordance with generally accepted accounting principles.

The terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof” and any similar terms refer to this Ordinance; and the term “hereafter” means after the date of adoption of this Ordinance.

Articles, sections and subsections mentioned by number only are the respective articles, sections and subsections of this Ordinance so numbered.

ARTICLE II

AUTHORIZATION OF THE PROJECT

Section 2.01. Authorization of the Project. There is hereby authorized and ordered the acquisition of the Project, at an estimated cost of not to exceed \$6,000,000, in accordance with the plans and specifications which have been or will be prepared by the Consulting Engineers, and filed in the office of the Governing Body. The proceeds of the Series 2025 Note shall be applied as provided in Section 3.11 hereof. The Issuer has or will enter into contracts for the acquisition of the Project.

The cost of the Project is estimated not to exceed \$6,000,000 which will be obtained from proceeds of the Series 2025 Note.

ARTICLE III **THE SERIES 2025 NOTE**

Section 3.01. Form and Payment of Note. No Series 2025 Note shall be issued pursuant to this Ordinance except as provided in this Article III. Any Series 2025 Note issued pursuant to this Ordinance may be issued only as a fully registered Series 2025 Note without coupons, in the entire principal amount thereof (or such other denominations as may be set forth in a Supplemental Resolution). The Series 2025 Note shall be dated as of the date provided in a Supplemental Resolution. The Series 2025 Note shall bear interest from the interest payment date next preceding the date of authentication or, if authenticated after the Record Date but prior to the applicable interest payment date or on such interest payment date, from such interest payment date or, if no interest on such Series 2025 Note has been paid, from the date thereof; provided, however, that, if, as shown by the records of the Registrar, interest on such Series 2025 Note shall be in default, any Series 2025 Note issued in exchange for the Series 2025 Note surrendered for transfer or exchange shall bear interest from the date to which interest has been paid in full on the initial Series 2025 Note surrendered.

The principal of and the premium, if any, on the Series 2025 Note shall be payable in any coin or currency which, on the respective date of such payment, is legal tender for the payment of public and private debts under the laws of the United States of America upon surrender at the principal office of the Paying Agent. Interest on the Series 2025 Note shall be paid by wire transfer to the Registered Owner thereof at his address as it appears in the Note Register at the close of business on the Record Date.

In the event the Series 2025 Note is redeemed in part, the Series 2025 Note shall be surrendered to and canceled by the Registrar, and the Issuer shall execute, and the Registrar shall authenticate and deliver to the Registered Owner thereof, another Series 2025 Note in the principal amount of the Series 2025 Note then outstanding.

Section 3.02. Execution of Series 2025 Note. The Series 2025 Note shall be executed in the name of the Issuer by the Mayor, by his or her manual or facsimile signature, and the seal of the Issuer shall be affixed thereto or imprinted thereon and attested by the Recorder by his or her manual or facsimile signature; provided, that all such signatures and the seal may be by facsimile. In case any one or more of the officers who shall have signed or sealed the Series 2025 Note shall cease to be such officer of the Issuer before the Series 2025 Note so signed and sealed has been actually sold and delivered, such Note may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Note had not ceased to hold such office. The Series 2025 Note may be signed and sealed on behalf of the Issuer by such person as at the actual time of the execution of such Note shall hold the proper office in the Issuer, although at the date of such Note such person may not have held such office or may not have been so authorized.

Section 3.03. Authentication and Registration. No Series 2025 Note shall be valid or obligatory for any purpose or entitled to any security or benefit under this Ordinance unless and until the Certificate of Authentication and Registration on such Note, substantially in the form set forth in EXHIBIT A - FORM OF SERIES 2025 NOTE attached hereto and incorporated herein by reference with respect to such Series 2025 Note, shall have been duly manually executed by the Registrar. Any such manually executed Certificate of Authentication and Registration upon the Series 2025 Note shall be conclusive evidence that such Series 2025 Note has been authenticated, registered and delivered under this Ordinance. The Certificate of Authentication and Registration on the Series 2025 Note shall be deemed to have been executed by the Registrar if signed by an authorized officer of the Registrar, but it shall not be necessary that the same officer sign the Certificate of Authentication and Registration on the Series 2025 Note.

Section 3.04. Negotiability and Registration. Subject to the requirements for transfer set forth below, the Series 2025 Note shall be, and have all of the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State, and each successive Registered Owner, in accepting the Series 2025 Note, shall be conclusively deemed to have agreed that such Series 2025 Note shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State, and each successive Holder shall further be conclusively deemed to have agreed that said Series 2025 Note shall be incontestable in the hands of a bona fide holder for value.

So long as the Series 2025 Note remains outstanding, the Registrar shall keep and maintain books for the registration and transfer of the Series 2025 Note. The Series 2025 Note shall be transferable only by transfer of registration upon the Note Register by the registered owner thereof in person or by his

attorney or legal representative duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or such duly authorized attorney or legal representative. Upon transfer of the Series 2025 Note, there shall be issued at the option of the Holder or the transferee another Note or Notes of the aggregate principal amount equal to the unpaid amount of the transferred Note and of the same series, interest rate and maturity of said transferred Note.

In all cases in which the privilege of transferring or exchanging the Series 2025 Note is exercised, the Series 2025 Note shall be delivered in accordance with the provisions of this Ordinance. All Series 2025 Notes surrendered in any such transfer or exchange shall forthwith be canceled by the Registrar. Transfers of the Series 2025 Note, the initial exchange of the Series 2025 Note and exchanges of the Series 2025 Note in the event of partial redemption of the Series 2025 Note shall be made by the Registrar without charge to the Holder or the transferee thereof, except as provided below. For any other exchange of the Series 2025 Note, the Registrar may impose a service charge. For every such transfer or exchange of the Series 2025 Note, the Registrar may make a charge sufficient to reimburse its office for any tax or other governmental charge required to be paid with respect to such transfer or exchange, and such tax or governmental charge, and such service charge for exchange other than the initial exchange or in the event of partial redemption, shall be paid by the person requesting such transfer or exchange as a condition precedent to the exercise of the privilege of making such transfer or exchange.

Section 3.05. Series 2025 Note Mutilated, Destroyed, Stolen or Lost. In case the Series 2025 Note shall become mutilated or be destroyed, stolen or lost, the Issuer may execute, in its discretion, and the Registrar shall authenticate, register and deliver a new Series 2025 Note in exchange and upon surrender and cancellation of, the mutilated Series 2025 Note, or in lieu of and substitution for the Series 2025 Note destroyed, stolen or lost, and upon the Registered Owner furnishing the Issuer and the Registrar proof of his ownership thereof and that the Series 2025 Note has been destroyed, stolen or lost and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer or the Registrar may prescribe and paying such expenses as the Issuer or the Registrar may incur. The name of the Registered Owner listed in the Note Register shall constitute proof of ownership. The Series 2025 Note so surrendered shall be submitted to and canceled by the Registrar, and evidence of such cancellation shall be given to the Issuer. If the Series 2025 Note shall have matured or be about to mature, instead of issuing a substitute Series 2025 Note the Issuer, by and through the Registrar, may pay the same, upon being indemnified as aforesaid, and, if the Series 2025 Note be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Series 2025 Note issued pursuant to this section shall constitute an original, additional contractual obligation on the part of the Issuer, whether or not the lost, stolen or destroyed Series 2025 Note be at any time found by anyone.

Section 3.06. Persons Treated as Owners. The Issuer, the Registrar and any agent of the Issuer or the Registrar may treat the person in whose name the Series 2025 Note is registered as the owner of the Series 2025 Note for the purpose of receiving payment of the principal of, and interest on, the Series 2025 Note for all other purposes, whether or not the Series 2025 Note is overdue.

Section 3.07. Authorization of Note. For the purposes of temporarily paying costs of acquisition of the Project and paying costs of issuance of the Series 2025 Note and related costs, there shall be issued the Series 2025 Note of the Issuer, in one or more series, in an aggregate principal amount outstanding at any time of not more than \$6,000,000 at an interest rate not to exceed 10% for a term not to exceed eight years. The Series 2025 Note shall be issued as a single note and designated "The City of Buckhannon, Water Revenue Bond Anticipation Note, Series 2025 (Tax-Exempt)" and shall be issued in fully registered form, in such denomination as set forth in a Supplemental Resolution, not exceeding the aggregate principal amount of the Series 2025 Note authorized herein. The Series 2025 Note shall be numbered R-1. The Series 2025 Note shall be dated; shall be in such aggregate principal amount; shall bear interest at such rate, not exceeding the then legally permissible rate, payable on such dates; shall mature on such dates and in such amounts; shall be subject to such redemption provisions; and shall have such other terms, all as the Issuer shall prescribe herein and in the Supplemental Resolution or Certificate of Determinations.

The principal of and interest on the Series 2025 Note may be prepaid, in whole or in part, at any time, without penalty.

Section 3.08. Book Entry System for Series 2025 Note. The Series 2025 Note (if purchased by the Lender) shall initially be issued in the form of a single fully-registered note in the aggregate principal amount of the Series 2025 Note, and shall be registered in the name of the Lender.

Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent shall be entitled to treat and consider the Person in whose name the Series 2025 Note is registered in the records of the Registrar as the absolute owner of the Series 2025 Note for the purpose of payment of principal, premium, if any, and interest with respect to the Series 2025 Note, for the purpose of giving notices of redemption, sale, purchase or any event which would or could give rise to a sale or

purchase right or option with respect to the Series 2025 Note for the purpose of making payment of any purchase price of the Series 2025 Note, for the purpose of registering transfers with respect to the Series 2025 Note, and for all other purposes whatsoever. The Issuer and Paying Agent shall pay all principal of, premium, if any, and interest on the Series 2025 Note and the purchase price of the Series 2025 Note only to or upon the order of the respective Registered Owner, as shown in the records of the Registrar as provided in this Ordinance, or its attorneys or legal representatives duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2025 Note to the extent of the sum or sums so paid. No Person other than a Registered Owner, as shown in the records of the Registrar, shall receive a Note certificate evidencing the obligation of the Issuer to make payments of principal, premium, if any, and interest pursuant to this Ordinance.

Section 3.09. Delivery of Series 2025 Note. The Issuer shall execute and deliver the Series 2025 Note to the Registrar, and the Registrar shall authenticate, register and deliver the Series 2025 Note to the Lender upon receipt of the documents set forth below:

- (1) The name in which the Series 2025 Note is to be registered upon original issuance, together with such taxpayer identification and other information as the Registrar may reasonably require;
- (2) A request and authorization to the Registrar on behalf of the Issuer, signed by an Authorized Officer, to authenticate and deliver the Series 2025 Note to the Lender;
- (3) Copies of this Ordinance and the Supplemental Resolution certified by the Recorder;
- (4) The unqualified approving opinion of Bond Counsel regarding the Series 2025 Note; and
- (5) A copy of such other documents and certificates as the Lender may reasonably require.

Section 3.10. Form of Series 2025 Note. The definitive Series 2025 Note shall be in substantially the form set forth in EXHIBIT A – FORM OF SERIES 2025 NOTE attached hereto and incorporated herein by reference, with such necessary and appropriate omissions, insertions and variations as are approved by those officers executing such Series 2025 Note on behalf of the Issuer and execution thereof by such officers shall constitute conclusive evidence of such approval, and the definitive Series 2025 Note shall be accompanied by the delivery of the form of the opinion of Steptoe & Johnson PLLC, as Bond Counsel.

Section 3.11. Disposition of Proceeds of Series 2025 Note. Upon the issuance and delivery of the Series 2025 Note, the Issuer shall forthwith deposit the proceeds thereof as follows:

A. From the proceeds of the Series 2025 Note, there shall first be deposited with the Commission in the Series 2025 Note Sinking Fund, the amount, if any, set forth in the Supplemental Resolution as capitalized interest.

B. As the Issuer receives advances of the remaining monies derived from the sale of the Series 2025 Note, such monies shall be deposited with the Depository Bank in the Project Fund and applied solely to payment of Costs of the Project and, if not directly paid by the Lender from the proceeds of the Series 2025 Note, the costs of issuance of the Series 2025 Note in the manner set forth herein.

ARTICLE IV

SYSTEM REVENUES; FUNDS AND ACCOUNTS

Section 4.01. Establishment of Funds and Accounts with Depository Bank. Pursuant to this Article IV, the following special funds are created with (or continued if previously established by the Prior Ordinances), and shall be held by, the Depository Bank, segregated from all other funds and accounts of the Depository Bank or the Issuer and from each other and used solely for the purposes provided herein:

- (1) Revenue Fund (established by the Prior Ordinances);
- (2) Renewal and Replacement Fund (established by the Prior Ordinances);
- (3) Operation and Maintenance Fund (established by the Prior Ordinances);

- (4) Cash Working Capital Reserve (established by the Prior Ordinances);
- (5) Project Fund; and
- (6) Rebate Fund.

Section 4.02. Establishment of Funds and Accounts with Commission. Pursuant to this Article IV, the following special funds and accounts are hereby established (or continued if previously established by the Prior Ordinances) with and shall be held by the Commission, separate and apart from all other funds or accounts of the Commission or the Issuer and from each other and used solely for the purposes provided herein:

- (1) Series 2016 A Bonds Sinking Fund (established by the Prior Ordinances);
- (2) Series 2016 A Bonds Reserve Account (established by the Prior Ordinances); and
- (3) Series 2025 Note Sinking Fund.

Section 4.03. System Revenues and Application Thereof. So long as the Series 2025 Note shall be outstanding and unpaid, the Issuer covenants as follows:

A. The entire Gross Revenues derived from the operation of the System and all parts thereof shall be deposited by the Issuer in the Revenue Fund. The Revenue Fund shall be kept separate and distinct from all other funds of the Issuer and the Depository Bank and used only for the purposes and in the manner herein provided. All Gross Revenues at any time remaining on deposit in the Revenue Fund shall be disposed of only in the following manner and order of priority:

- (1) The Issuer shall first, on the first day of each month, transfer from the Revenue Fund and remit to the Commission for deposit in the Series 2016 A Bonds Sinking Fund the amount required by the Prior Ordinances to pay interest on the Series 2016 A Bonds.
- (2) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Commission for deposit in the Series 2016 A Bonds Sinking Fund the amounts required by the Prior Ordinances to pay principal on the Prior Bonds.
- (3) The Issuer shall next, each month, transfer from the Revenue Fund to the Operation and Maintenance Fund an amount sufficient to pay all Operating Expenses of the System.
- (4) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Commission for deposit in the Series 2016 A Bonds Reserve Account the amounts required by Prior Ordinances to be deposited therein.
- (5) The Issuer shall next, each month, transfer from the Revenue Fund and remit to the Depository Bank for deposit in the Renewal and Replacement Fund, an amount equal to 2.5% of the Gross Revenues each month, exclusive of any payments for account of any Reserve Account; and shall use the monies therein as provided by the Prior Ordinances. All funds in the Renewal and Replacement Fund shall be kept apart from all other funds of the Issuer or of the Depository Bank and shall be invested and reinvested in accordance with Article VIII hereof. Withdrawals and disbursements may be made from the Renewal and Replacement Fund for replacements, repairs, improvements or extensions to the System; provided, that any deficiencies in any Reserve Accounts (except to the extent such deficiency exists because the required payments into such account have not, as of the date of determination of a deficiency, funded such account to the maximum extent required hereof) shall be promptly eliminated with monies from the Renewal and Replacement Fund.
- (6) The Issuer shall next, each month, transfer from the monies remaining in the Revenue Fund the amount required to fund the Cash Working Capital Reserve. All funds in the Cash Working Capital Reserve shall be kept separate and apart from all

other funds of the Issuer or the Depository Bank and shall be invested and reinvested in accordance with this Bond Legislation. Withdrawals and disbursements may be made from the Cash Working Capital Reserve for such purposes as permitted by the laws and regulations of the State in effect at such time.

(7) All funds remaining in the Revenue Fund following the deposits and transfers made above and any deposits or transfers required as the result of the issuance of Additional Parity Bonds, shall be considered Surplus Revenues of the System and shall be used as follows:

First, to remit to the Commission for deposit in the Series 2025 Note Sinking Fund the amount required by this Note Legislation to pay interest on the Series 2025 Note; and

Second, to remit to the Commission for deposit in the Series 2025 Note Sinking Fund the amount required by this Note Legislation to pay principal of the Series 2025 Note; and

Finally, any funds remaining in the Revenue Fund may be used to prepay installments of the Prior Bonds, the Series 2025 Note or any Additional Parity Bonds, or for any lawful purpose of the System.

Moneys in the Series 2025 Note Sinking Fund shall be used only for the purposes of paying principal of and interest on the Series 2025 Note, whether by maturity or redemption prior to maturity. Pending such use, such moneys shall be invested in accordance with Article V.

The Issuer shall not be required to make any further payments into the Series 2025 Note Sinking Fund when the aggregate amount of funds therein is at least equal to the aggregate principal amount of Series 2025 Note then outstanding, plus the amount of interest due or thereafter to become due on such Note then outstanding.

The payments into the Series 2025 Note Sinking Fund shall be made on the first day of each month, except that, when the first day of any month shall be a Saturday, Sunday or legal holiday, then such payments shall be made on the next succeeding Business Day, and all such payments shall be remitted to the Commission with appropriate instructions as to the custody, use and application thereof consistent with the provisions of this Ordinance.

B. The Commission is hereby designated as the fiscal agent for the administration of the Series 2025 Note Sinking Fund created or continued hereunder, and all amounts required for said Sinking Fund shall be remitted to the Commission from said Revenue Fund and from the proceeds of the sale of the Series 2025 Note, by the Issuer at the times and as otherwise provided herein. All remittances made by the Issuer to the Commission shall clearly identify the fund or account into which each amount is to be deposited. Notwithstanding the foregoing, however, the Commission shall deposit all remittances in the fund or account in the priority established by this Ordinance.

ARTICLE V

INVESTMENTS; ARBITRAGE; TAX CERTIFICATE AND REBATE

Section 5.01. Investments. The Issuer shall invest and reinvest, and shall instruct the Commission and the Depository Bank to invest and reinvest, any moneys held as a part of the funds and accounts created by this Ordinance in Qualified Investments to the fullest extent possible under applicable laws, this Ordinance, the need for such moneys for the purposes set forth herein and the specific restrictions and provisions set forth in this section.

Except as provided below, any investment shall be held in and at all times deemed a part of the fund or account in which such moneys were originally held, and the interest accruing thereon and any profit or loss realized from such investment shall be credited or charged to the appropriate fund or account. The Issuer shall sell and reduce to cash a sufficient amount of such investments whenever the cash balance in any fund or account is insufficient to make the payments required from such fund or account, regardless of the loss on such liquidation. The Issuer may make any and all investments permitted by this section through the Depository Bank. The Depository Bank shall not be responsible for any losses from such investments, other than for its own negligence or willful misconduct.

Notwithstanding the foregoing, all moneys deposited in any Sinking Fund, including any reserve account therein, may be invested by the Commission in the West Virginia "consolidated fund" managed by the West Virginia Board of Treasury Investments pursuant to Chapter 12, Article 6C of the Code of West Virginia, 1931, as amended.

Section 5.02. Arbitrage. The Issuer covenants that (i) it will restrict the use of the proceeds of the Series 2025 Note in such manner and to such extent as may be necessary, so that such Series 2025 Note will not constitute “arbitrage bonds” under Section 148 of the Code and Regulations prescribed thereunder, and (ii) it will take all actions that may be required of it (including, without implied limitation, the timely filing of a Federal information return with respect to the Series 2025 Note) so that the interest on the Series 2025 Note will be and remain excluded from gross income for Federal income tax purposes, and will not take any actions which would adversely affect such exclusion.

Section 5.03. Tax Certificate and Rebate. The Issuer shall deliver a tax certificate or other similar certificate to be prepared by nationally recognized bond counsel or tax counsel relating to payment of arbitrage rebate and other tax matters as a condition to issuance of the Series 2025 Note. In addition, the Issuer covenants to comply with all Regulations from time to time in effect and applicable to the Series 2025 Note as may be necessary in order to fully comply with Section 148(f) of the Code, and covenants to take such actions, and refrain from taking such actions, as may be necessary to fully comply with such Section 148(f) of the Code and such Regulations, regardless of whether such actions may be contrary to any of the provisions of this Ordinance.

The Issuer shall engage a rebate analyst or consultant to calculate, annually, the rebatable arbitrage, determined in accordance with Section 148(f) of the Code. Upon completion of each such annual calculation, the Issuer shall deposit, or cause to be deposited, in the Rebate Fund such sums as are necessary to cause the aggregate amount on deposit in the Rebate Fund to equal the sum determined to be subject to rebate to the United States, which, notwithstanding anything herein to the contrary, shall be paid from investment earnings on the underlying fund or account established hereunder and on which such rebatable arbitrage was earned or from other lawfully available sources. Notwithstanding anything herein to the contrary, the Rebate Fund shall be held free and clear of any lien or pledge hereunder and used only for payment of rebatable arbitrage to the United States. The Issuer shall pay, or cause to be paid, to the United States, from the Rebate Fund, the rebatable arbitrage in accordance with Section 148(f) of the Code and such Regulations. In the event that there are any amounts remaining in the Rebate Fund following all such payments required by the preceding sentence, the Depository Bank shall pay said amounts to the Issuer to be used for any lawful purpose of the System. The Issuer shall remit payments to the United States in the time and at the address prescribed by the Regulations as the same may be in effect from time to time with such reports and statements as may be prescribed by such Regulations. In the event that, for any reason, amounts in the Rebate Fund are insufficient to make the payments to the United States which are required, the Issuer shall assure that such payments are made by the Issuer to the United States, on a timely basis, from any funds lawfully available therefore. The Issuer at its expense, may provide for the employment of independent attorneys, accountants or consultants compensated on such reasonable basis as the Issuer may deem appropriate in order to assure compliance with this Section 5.03. The Issuer shall keep and retain, or cause to be kept and retained, records of the determinations made pursuant to this Section 5.03 in accordance with the requirements of Section 148(f) of the Code and such Regulations. In the event the Issuer fails to make such rebates as required, the Issuer shall pay any and all penalties and other amounts, from lawfully available sources, and obtain a waiver from the Internal Revenue Service, if necessary, in order to maintain the exclusion of interest on the Series 2025 Note from gross income for federal income tax purposes.

Section 5.04. Bank Qualification. The Issuer hereby designates the Series 2025 Note as a “Qualified Tax-Exempt Obligation” for purposes of paragraph (3) of Section 265(b) of the Code and that it is reasonably expected that not more than \$10,000,000 aggregate principal amount of obligations the interest on which is excludable (under Section 103(a) of the Code) from gross income for federal income taxes (excluding, however, obligations described in Section 265(b)(3)(C)(ii) of the Code), including the Series 2025 Note, have been or shall be issued by the Issuer or any entities subordinate to it, during the calendar year 2025, all as determined in accordance with the Code. For purposes of this paragraph and for the purposes of applying such Section 265(b)(3) of the Code, the Issuer and all entities which issue obligations on behalf of the Issuer shall be treated as one issuer; all obligations issued by a subordinate entity shall, for purposes of applying this paragraph and Section 265(b)(3) of the Code to each other entity to which such entity is subordinate, be treated as issued by such other entity; and an entity formed (or, to the extent provided by the Secretary, as set forth in the Code, availed of) to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code and all entities benefitting thereby shall be treated as one issuer.

ARTICLE VI

ADDITIONAL COVENANTS OF THE ISSUER

Section 6.01. Covenants Binding and Irrevocable. All the covenants, agreements and provisions of this Ordinance shall be and constitute valid and legally binding covenants of the Issuer and shall be enforceable in any court of competent jurisdiction by the Holder of the Series 2025 Note, as prescribed by Article VII. In addition to the other covenants, agreements and provisions of this Ordinance, the Issuer hereby covenants and agrees with the Holder of the Series 2025 Note as hereinafter provided in

this Article VI. All such covenants, agreements and provisions shall be irrevocable, except as provided herein, as long as any of the Series 2025 Note or the interest thereon, are outstanding and unpaid.

Section 6.02. Series 2025 Note Not to be Indebtedness of the Issuer. The Series 2025 Note shall not be or constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter limitation of indebtedness. The Series 2025 Note shall be payable solely from and secured by the proceeds of bonds proposed to be issued in the future and/or grants committed to the Issuer and available to permanently finance the Project and a first lien on Surplus Revenues.

Section 6.03. Series 2025 Note Secured by Pledge of Future Revenue Bonds, Grants and Surplus Revenues; Lien Position with Respect to Prior Bonds and Additional Parity Bonds. The Series 2025 Note shall be junior and subordinate to the Prior Bonds and Additional Parity Bonds with respect to liens, pledge and source of and security for payment from the Gross Revenues of the System in all respects. The Series 2025 Note shall be payable solely from and secured by the proceeds of bonds proposed to be issued in the future and/or grants committed to the Issuer and available to permanently finance the Project and a first lien on Surplus Revenues.

Section 6.04. Rates. Prior to the issuance of the Series 2025 Note, rates or charges for the use of the services and facilities of the System will be fixed and established, all in the manner and form required by law, and a copy of such rates and charges so fixed and established shall at all times be kept on file in the office of the Issuer, which copy will be open to inspection by all interested parties.

Section 6.05. Operation and Maintenance. The Issuer will maintain the System in good condition and will operate the same as a revenue-producing enterprise in an efficient and economical manner, making such expenditures for equipment and for renewal, repair and replacement as may be proper for the economical operation and maintenance thereof from the Gross Revenues of said System in the manner provided in this Ordinance. The Issuer will obtain all permits required by state and federal laws for the operation of the System.

Section 6.06. Sale of the System. So long as the Prior Bonds are outstanding, the Issuer shall not sell, mortgage, lease or otherwise dispose of or encumber the System except as provided in the Prior Ordinances. So long as the Series 2025 Note is outstanding, the Issuer shall not sell the System without the consent of the Holder of the Series 2025 Note.

Section 6.07. Issuance of Other Obligations Payable out of Revenues and General Covenant Against Encumbrances. The Series 2025 Note shall be payable solely from and secured by the proceeds of revenue bonds or other obligations issued subsequent to the issuance of the Series 2025 Note and/or grant funds committed and available to the Issuer for the express purpose of permanently financing the Project, and Surplus Revenues of the System. The Issuer may issue Additional Parity Bonds to finance additions, betterments and improvements to the System which are not part of the Project or to refinance Prior Bonds or Additional Parity Bonds without the consent of the Holder of the Series 2025 Note.

Section 6.08. [RESERVED]

Section 6.09. Insurance and Bonds. The Issuer hereby covenants and agrees, that so long as the Series 2025 Note remains outstanding, the Issuer will, as an Operating Expense, procure, carry and maintain insurance and bonds and worker's compensation coverage with a reputable insurance carrier or carriers or bonding company or companies covering the following risks and in the following amounts:

A. FIRE, LIGHTNING, VANDALISM, MALICIOUS MISCHIEF AND EXTENDED COVERAGE INSURANCE, on all above-ground insurable portions of the System in an amount equal to the greater of the fair appraised value or the original cost thereof. In the time of war the Issuer will also carry and maintain insurance to the extent available against risks and hazards of war. The proceeds of all such insurance policies shall be placed in the Renewal and Replacement Fund and used only for the repairs and restoration of the damaged and destroyed properties or for the other purposes provided herein for the Renewal and Replacement Fund.

B. PUBLIC LIABILITY INSURANCE, with limits of not less than \$1,000,000 per occurrence to protect the Issuer from claims for bodily injury and/or death and not less than \$500,000 per occurrence from claims for damage to property of others which may arise from the operation of the System, and insurance with the same limits to protect the Issuer from claims arising out of operation or ownership of motor vehicles of or for the System.

C. WORKERS' COMPENSATION COVERAGE FOR ALL EMPLOYEES OF OR FOR THE SYSTEM ELIGIBLE THEREFOR; AND PERFORMANCE AND PAYMENT OR COMPLETION BONDS, such bonds to be in the amounts of not less than 100% of the amount of any construction contract and to be required of each contractor dealing directly with the Issuer and such payment bonds will be filed with the Clerk of the County Commission of the County in which such work is to be

performed prior to commencement of construction of any additions, extensions or improvements for the System in compliance with West Virginia Code, Section 38-2-39.

D. FLOOD INSURANCE, to extent available at reasonable cost to the Issuer.

E. BUSINESS INTERRUPTION INSURANCE, to the extent available at reasonable cost to the Issuer.

F. FIDELITY BONDS will be provided to the extent required by State law.

Section 6.10. Mandatory Connections. To the extent permitted by the laws of the State and rules and regulations of the Public Service Commission of West Virginia, the Issuer shall require every owner, tenant or occupant of any house, dwelling, or building intended to be served by the System to connect thereto.

Section 6.11. No Free Services. The Issuer will not render or cause to be rendered any free services of any nature by the System and, in the event the Issuer or any department, agency, instrumentality, officer or employee thereof shall avail himself of the facilities or services provided by the System or any part thereof, the same rates, fees or charges applicable to other customers receiving like services under similar circumstances shall be charged the Issuer and any such department, agency, instrumentality, officer or employee. Such charges shall be paid as they accrue, and the Issuer shall transfer from its general funds sufficient sums to pay such charges for service to any of its departments or properties. The revenues so received shall be deemed to be revenues derived from the operation of the System and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the System.

Section 6.12. Enforcement of Collections. The Issuer will diligently enforce and collect all fees, rentals or other charges for the services and facilities of the System, and take all steps, actions and proceedings for the enforcement and collection of such fees, rentals or other charges which shall become delinquent to the full extent permitted or authorized by the Act, the rules and regulations of the Public Service Commission of West Virginia and other laws of the State of West Virginia. The Issuer further covenants and agree that it will, to the full extent permitted by law and the rules and regulations promulgated by the Public Service Commission of West Virginia, discontinue and shut off the services and facilities of the System to all delinquent users of services and facilities of the System and will not restore such services of the System until all billing for charges for the services and facilities of the System, including penalties and reconnect fees, have been fully paid, or a payment agreement in compliance with the West Virginia Public Service Commission regulations has been entered.

Section 6.13. No Competing Franchise. To the extent legally allowable, the Issuer will not grant or cause, consent to or allow the granting of any franchise or permit to any person, firm, corporation or body, or agency or instrumentality whatsoever for the providing of any services which would compete with services provided by the System.

Section 6.14. Books and Records. The Issuer will keep books and records of the System, which shall be separate and apart from all other books, records and accounts of the Issuer, in which complete and correct entries shall be made of all transactions relating to the System, and any Holder of a Note or Notes shall have the right at all reasonable times to inspect the System, and all parts thereof, and all records, accounts and data of the Issuer relating thereto.

The accounting system for the System shall follow current generally accepted accounting principles, to the extent allowable under and in accordance with the rules and regulations of the Public Service Commission of West Virginia and the Act. Separate control accounting records shall be maintained by the Issuer. Subsidiary records as may be required shall be kept in the manner, on the forms, in the books and along with other bookkeeping records as prescribed by the Issuer. The Issuer shall prescribe and institute the manner by which subsidiary records of the accounting system which may be installed remote from the direct supervision of the Issuer shall be reported to such agent of the Issuer as it shall direct.

The Issuer shall also, at least once a year, cause the books, records and accounts of the System to be audited by an Independent Certified Public Accountant.

Section 6.15. Operating Budget. The Issuer shall annually, at least 30 days preceding the beginning of each Fiscal Year, or at such earlier date required by State law, prepare and adopt by resolution a detailed budget of the estimated revenues and expenditures for operation and maintenance of the System during the succeeding Fiscal Year. The Issuer shall make available such budgets and all resolutions authorizing increased expenditures for operation and maintenance of the System at all reasonable times to any Holder of Notes or anyone acting for and on behalf of such Holder who requests the same.

Section 6.16. Tax Covenants. The Issuer hereby further covenants and agrees as follows:

A. PRIVATE BUSINESS USE LIMITATION. The Issuer shall assure that (i) not in excess of 10% of the Net Proceeds of the Series 2025 Note are used for Private Business Use if, in addition, the payment of more than 10% of the principal or 10% of the interest due on such Series 2025 Note during the term thereof is, under the terms of such Series 2025 Note or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for a Private Business Use or in payments in respect of property used or to be used for a Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for a Private Business Use; and (ii) in the event that both (A) in excess of 5% of the Net Proceeds of the Series 2025 Note are used for a Private Business Use, and (B) an amount in excess of 5% of the principal or 5% of the interest due on the Series 2025 Note during the terms thereof is, under the terms of such Series 2025 Note or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for said Private Business Use or in payments in respect of property used or to be used for said Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for said Private Business Use, then said excess over said 5% of Net Proceeds of the Series 2025 Note used for a Private Business Use shall be used for a Private Business Use related to the governmental use of the System, or if the Series 2025 Note is for the purpose of financing more than one project, a portion of the System, and shall not exceed the proceeds used for the governmental use of that portion of the System to which such Private Business Use is related.

B. PRIVATE LOAN LIMITATION. The Issuer shall assure that not in excess of the lesser of 5% of the Net Proceeds of the Series 2025 Note or \$5,000,000 are used, directly or indirectly, to make or finance a loan to persons other than state or local government units.

C. FEDERAL GUARANTEE PROHIBITION. The Issuer shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Series 2025 Note to be directly or indirectly “federally guaranteed” within the meaning of Section 149(b) of the Code and Regulations promulgated thereunder.

D. INFORMATION RETURN. The Issuer will file all statements, instruments and returns necessary to assure the tax-exempt status of the Series 2025 Note and the interest thereon, including without limitation, the information return required under Section 149(e) of the Code.

E. FURTHER ACTIONS. The Issuer will take all actions that may be required of it so that the interest on the Series 2025 Note will be and remain excludable from gross income for federal income tax purposes, and will not take any actions which would adversely affect such exclusion.

ARTICLE VII DEFAULTS AND REMEDIES

Section 7.01. Events of Default. Each of the following events shall constitute an “Event of Default” with respect to the Series 2025 Note:

(A) If default by the Issuer occurs in the due and punctual payment of the principal of or interest on any Bonds or the Series 2025 Note;

(B) If default occurs in the Issuer’s observance of any of the covenants, agreements or conditions on its part in this Ordinance or any Supplemental Resolution or in the Series 2025 Note contained, and such default shall have continued for a period of 30 days after written notice specifying such default and requiring the same to be remedied shall have been given to the Issuer by any Registered Owner of any Note; or

(C) If the Issuer files a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America.

Section 7.02. Enforcement. Upon the happening and continuance of any Event of Default, any Registered Owner of any Series 2025 Note may exercise any available remedy and bring any appropriate action, suit or proceeding to enforce its rights, provided, that all rights and remedies of the Registered Owner of the Series 2025 Note shall be junior and subordinate with those of the Registered Owner of the Prior Bonds and any Additional Parity Bonds, and, in particular:

(A) Bring suit for any unpaid principal or interest then due;

(B) By mandamus or other appropriate proceeding enforce all rights of the Registered Owner, including the right to require the Issuer to perform its duties under the Act and this Ordinance;

(C) Bring suit upon the Series 2025 Note;

(D) By action at law or bill in equity require the Issuer to account as if it were the trustee of an express trust for the Registered Owner of the Series 2025 Note; and

(E) By action or bill in equity enjoin any acts in violation of this Ordinance or the rights of the Registered Owner of the Series 2025 Note; provided, that all rights and remedies of the Registered Owner of the Series 2025 Note shall be junior and subordinate to those of the Registered Owner of the Prior Bonds and any Additional Parity Bonds.

No remedy by the terms of this Ordinance conferred upon or reserved to the Registered Owner is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Registered Owner hereunder or now or hereafter existing at law or by statute.

No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default or Event of Default hereunder by the Registered Owner shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereto.

Section 7.03. Appointment of Receiver. If there be any Event of Default existing and continuing, any Registered Owner shall, in addition to all other remedies or rights, have the right by appropriate legal proceedings to obtain the appointment of a receiver to administer the System on behalf of the Issuer, with power to charge rates, rentals, fees and other charges sufficient to provide for the payment of the principal of and interest on the Series 2025 Note, the deposits into the funds and accounts hereby established as herein provided and the payment of Operating Expenses of the System and to apply such rates, rentals, fees, charges or other revenues in conformity with the provisions of this Ordinance and the Act.

The receiver so appointed shall forthwith, directly or by his agents and attorneys, enter into and upon and take possession of all facilities of said System and shall hold, operate, maintain, manage and control such facilities, and each and every part thereof, and in the name of the Issuer exercise all the rights and powers of the Issuer with respect to said facilities as the Issuer itself might do.

Whenever all that is due upon the Series 2025 Note issued pursuant to this Ordinance and interest thereon and under any covenants of this Ordinance for reserve, sinking or other funds and accounts and upon any other obligations and interest thereon having a charge, lien or encumbrance upon the revenues of the System shall have been paid and made good, and all defaults under the provisions of this Ordinance shall have been cured and made good, possession of the System shall be surrendered to the Issuer upon the entry of an order of the court to that effect. Upon any subsequent default, any Registered Owner shall have the same right to secure the further appointment of a receiver upon any such subsequent default.

Such receiver, in the performance of the powers hereinabove conferred upon him, shall be under the direction and supervision of the court making such appointment, shall at all times be subject to the orders and decrees of such court and may be removed thereby and a successor receiver appointed in the discretion of such court. Nothing herein contained shall limit or restrict the jurisdiction of such court to enter such other and further orders and decrees as such court may deem necessary or appropriate for the exercise by the receiver of any function not specifically set forth herein.

Any receiver appointed as provided herein shall hold and operate the System in the name of the Issuer and for the joint protection and benefit of the Issuer and the Registered Owner of the Note issued pursuant to this Ordinance. Such receiver shall have no power to sell, assign, mortgage or otherwise dispose of any assets of any kind or character belonging or pertaining to the System, but the authority of such receiver shall be limited to the possession, operation and maintenance of the System, for the sole purpose of the protection of both the Issuer and the Registered Owner of the Series 2025 Note, and the curing and making good of any default under the provisions of this Ordinance, and the title to and ownership of said System shall remain in the Issuer, and no court shall have any jurisdiction to enter any order or decree permitting or requiring such receiver to sell, mortgage or otherwise dispose of any assets of the System.

Section 7.04. Restoration of Issuer and Registered Owner. In case any Registered Owner shall have proceeded to enforce any right under this Ordinance by the appointment of a receiver, by entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer and such Registered Owner shall be restored to their former positions and rights hereunder, and all rights and remedies of such Registered Owner shall continue as if no such proceedings had been taken.

ARTICLE VIII
REGISTRAR, PAYING AGENT AND DEPOSITORY BANK

Section 8.01. Appointment of Registrar, Paying Agent and Depository Bank. The Registrar, Paying Agent and Depository Bank for the Series 2025 Note shall be appointed pursuant to the Supplemental Resolution.

Section 8.02. Responsibilities of Registrar, Paying Agent and Depository Bank. The recitals of fact in the Series 2025 Note and in this Ordinance shall be taken as statements of the Issuer, and the Registrar, Paying Agent and Depository Bank shall not be responsible for their accuracy. The Registrar, Paying Agent and Depository Bank shall not be deemed to make any representation as to, and shall not incur any liability on account of, the validity of the execution of the Series 2025 Note by the Issuer. Notwithstanding the foregoing, the Registrar shall be responsible for any representation in its Certificate of Authentication on the Series 2025 Note. The Registrar, Paying Agent and Depository Bank and any successor thereto shall agree to perform all the duties and responsibilities spelled out in this Ordinance and any other duties and responsibilities incident thereto, all as provided by said agreement described in Section 8.01.

Section 8.03. Evidence on Which Registrar, Paying Agent and Depository Bank May Act. Except as otherwise provided by Section 10.02, the Registrar, Paying Agent and Depository Bank shall be protected in acting upon any notice, resolution, request, consent, order, certificate, opinion or other document believed by them to be genuine and to have been signed or presented by the proper party or parties. Whenever any Fiduciary shall deem it necessary or desirable that a fact or matter be proved or established prior to taking or suffering any action, such fact or matter, unless other evidence is specifically prescribed, may be deemed to be conclusively proved and established by a certificate of an Authorized Officer of the Issuer, but in its discretion such Fiduciary may instead accept other evidence of such fact or matter.

Section 8.04. Compensation and Expenses. The Issuer shall pay to the Registrar, Paying Agent and Depository Bank from time to time reasonable compensation for all services, including the transfer of registration of Series 2025 Note, the first exchange of the Series 2025 Note and the exchange of Series 2025 Note in the event of partial redemption, incurred in the performance of their duties hereunder.

Section 8.05. Resignation of Registrar. The Registrar may at any time resign and be discharged of its duties and obligations under this Ordinance by giving not less than 60 days' written notice to the Issuer. Such resignation shall take effect upon the day specified in such notice unless a successor shall have been previously appointed by the Issuer or noteholders, in which event such resignation shall take effect immediately.

Section 8.06. Removal. The Registrar may be removed at any time by the Issuer or by the Registered Owner of the Series 2025 Note by an instrument in writing signed and duly acknowledged by the Issuer or by such Registered Owner or their attorneys duly authorized in writing and delivered to the Issuer, as the case may be. Copies of each such instrument shall be delivered by the Issuer to the Registrar.

Section 8.07. Appointment of Successor. In case at any time the Registrar shall resign or shall be removed or shall become incapable of acting, or shall be adjudged bankrupt or insolvent, or if a receiver, liquidator or conservator of the Registrar or of its property shall be appointed, or if any public officer or court shall take charge or control of the Registrar or of its property or affairs, a successor may be appointed by the Registered Owner of a the Series 2025 Note by an instrument or concurrent instruments in writing signed by such Registered Owner or its attorney duly authorized in writing and delivered to the Issuer and such successor Registrar, notification thereof being given to the predecessor Registrar. Pending such appointment, the Issuer shall forthwith appoint a Registrar to fill such vacancy until a successor Registrar shall be appointed by such Registered Owner. Any successor Registrar appointed by the Issuer shall, immediately and without further act, be superseded by a Registrar appointed by such Registered Owner. If in a proper case no appointment of a successor Registrar shall be made within 45 days after the Registrar shall have given to the Issuer written notice of resignation or after the occurrence of any other event requiring such appointment, the Registrar or any Registered Owner may apply to any court of competent jurisdiction to appoint a successor. Any Registrar appointed under the provisions of this section shall be a bank, Trust Company or national banking association authorized to perform the duties imposed upon it by this Ordinance.

In case at any time the Paying Agent shall resign or shall be removed or shall become incapable of acting, or shall be adjudged bankrupt or insolvent, or if a receiver, liquidator or conservator of the Paying Agent or of its property shall be appointed, or if any public officer or court shall take charge or control of the Paying Agent or of its property or affairs, a successor may be appointed by the Registered Owner of a the Series 2025 Note by an instrument or concurrent instruments in writing signed by such Registered Owner or its attorney duly authorized in writing and delivered to the Issuer and such successor Paying Agent, notification thereof being given to the predecessor Paying Agent. Pending such appointment,

the Issuer shall forthwith appoint a Paying Agent to fill such vacancy until a successor Paying Agent shall be appointed by such Registered Owner. Any successor Paying Agent appointed by the Issuer shall, immediately and without further act, be superseded by a Paying Agent appointed by such Registered Owner. If in a proper case no appointment of a successor Paying Agent shall be made within 45 days after the Paying Agent shall have given to the Issuer written notice of resignation or after the occurrence of any other event requiring such appointment, the Paying Agent or any Registered Owner may apply to any court of competent jurisdiction to appoint a successor. Any Paying Agent appointed under the provisions of this section shall be a bank, Trust Company or national banking association authorized to perform the duties imposed upon it by this Ordinance.

Section 8.08. Transfer of Rights and Property to Successor. Any predecessor Registrar or Paying Agent shall pay over, assign and deliver any moneys, books and records held by it and relating to the Series 2025 Note to its successor.

Section 8.09. Merger or Consolidation. Any company into which the Registrar may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party, or any company to which the Registrar or any public officer or court may sell or transfer all or substantially all of its corporate trust business, shall be the successor to such Registrar without the execution or filing of any paper or the performance of any further act; provided, however, that such company shall be a bank, Trust Company or national banking association meeting the requirements set forth in Section 8.07.

Section 8.10. Adoption of Authentication. In case the Series 2025 Note shall have been authenticated but not delivered, any successor Registrar may adopt a Certificate of Authentication and Registration executed by any predecessor Registrar and deliver the Series 2025 Note so authenticated, and, in case the Series 2025 Note shall have been prepared but not authenticated, any successor Registrar may authenticate such Series 2025 Note in the name of the predecessor Registrar or in its own name.

ARTICLE IX **DEFEASANCE; DISCHARGE OF PLEDGE OF ORDINANCE**

Section 9.01. Defeasance; Discharge of Pledge of Ordinance. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to the Registered Owner of the Series 2025 Note the principal of and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Ordinance, then this Ordinance and the pledges of the moneys and securities pledged hereunder, and all covenants, agreements and other obligations of the Issuer on behalf of the Registered Owner of the Series 2025 Note made hereunder, shall thereupon cease, terminate and become void and be discharged and satisfied.

ARTICLE X **MISCELLANEOUS**

Section 10.01. Amendment of Ordinance. This Ordinance and any Supplemental Resolution may be amended or modified without the consent of Registered Owner or any other person, solely for the purpose of maintaining the tax-exempt status of the Series 2025 Note. Otherwise, no materially adverse amendment or modification to this Ordinance, or of any Supplemental Resolution, may be made without the written consent of the Registered Owner, or its authorized representative, of the Series 2025 Note, before any such modification or amendment may be made. No such modification or amendment shall extend the maturity of or reduce the interest rate on, or otherwise alter the terms of payment of the principal of or interest on, the Series 2025 Note without the express written consent of the Registered Owner of the Series 2025 Note.

Section 10.02. Evidence of Signatures of Registered Owner and Ownership of Series 2025 Note. Any request, consent, revocation of consent or other instrument which this Ordinance may require or permit to be signed and executed by the Registered Owner of the Series 2025 Note shall be signed or executed by such Registered Owner in person, by his attorney duly authorized in writing or his authorized representative. Proof of the execution of any such instrument, or of an instrument appointing or authorizing any such attorney or authorized representative, shall be sufficient for any purpose of this Ordinance if made in the following manner, or in any other manner satisfactory to the Issuer or the Registrar, as the case may be, which may nevertheless in its discretion require further or other proof in cases where it deems the same desirable:

A. The fact and date of the execution by the Registered Owner, his attorney or authorized representative of any such instrument may be proved (i) by the certificate of a notary public or other officer authorized to take acknowledgments of deeds to be recorded in the jurisdiction in which he purports to act that the person signing such instrument acknowledged to him the execution thereof, or by the affidavit of a witness of such execution, duly sworn to before such a notary public or other officer or (ii) by the certificate, which need not be acknowledged or verified, of an officer of a bank, a Trust Company or a financial firm

or corporation satisfactory to the Issuer or the Registrar, as the case may be, that the person signing such instrument acknowledged to such bank, Trust Company, firm or corporation the execution thereof.

B. The authority of a person or persons to execute any such instrument on behalf of the Registered Owner may be established without further proof if such instrument is signed by a person purporting to be the president or treasurer or a vice-president or an assistant treasurer of such corporation with a corporate seal affixed, and is attested by a person purporting to be its City Clerk or assistant City Clerk.

Any request, consent or other instrument executed by the Registered Owner of the Series 2025 Note shall bind any future Registered Owner of the Series 2025 Note in respect of anything done or suffered to be done hereunder by the Issuer or the Registrar in accordance therewith.

Section 10.03. Preservation and Inspection of Documents. To the extent allowable under law, all reports, certificates, statements and other documents received by the Registrar under the provisions of this Ordinance shall be retained in its possession and shall be available at all reasonable times for the inspection of the Issuer or any Registered Owner, and their agents and their representatives, but any such reports, certificates, statements or other documents may, at the election of the Registrar, be destroyed or otherwise disposed of at any time after such date as the pledge created by this Ordinance shall be discharged as provided in Section 9.01.

Section 10.04. Cancellation of Series 2025 Note. If the Series 2025 Note is purchased or paid in full it shall, if surrendered to the Issuer, be canceled and delivered to the Registrar, or, if surrendered to the Registrar, be canceled by it. The Series 2025 Note shall not be deemed outstanding under this Ordinance, nor shall a Series 2025 Note be issued in lieu thereof. The Series 2025 Note shall be canceled and upon order of the Issuer shall be destroyed, and a certificate evidencing such destruction shall be delivered to the Issuer.

Section 10.05. Failure to Present Series 2025 Note. Anything in this Ordinance to the contrary notwithstanding, any moneys held by the Commission or a Paying Agent in trust for the payment and discharge of the Series 2025 Note which remains unclaimed for 1 year after the date on which the Series 2025 Note has become due and payable, whether by maturity or upon call for redemption, shall at the written request of the Issuer be paid by the Commission or said Paying Agent to the Issuer as its absolute property and free from trust, and the Commission or said Paying Agent shall thereupon be released and discharged with respect thereto, and the Registered Owner of the Series 2025 Note shall look only to the Issuer for the payment of such Series 2025 Note; provided, however, that, before making any such payment to the Issuer, the Registrar, if so advised by the Commission, or said Paying Agent shall send to the Registered Owner, at the address listed on the Bond Register, by certified mail, a notice that such moneys remain unclaimed and that, after a date named in said notice, which date shall be not less than 30 days after the date of such notice is mailed, the balance of such moneys then unclaimed will be returned to the Issuer.

Section 10.06. Notices, Demands and Requests. Unless otherwise expressly provided, all notices, demands and requests to be given or made hereunder to or by the Issuer, the Registrar, the Depository Bank, or the Lender shall be in writing and shall be properly made if sent by United States mail, postage prepaid, and addressed as follows or if hand-delivered to the individual to whom such notice, demand or request is required to be directed as indicated below:

ISSUER:

The City of Buckhannon
70 East Main Street
Buckhannon, West Virginia 26201
Attention: Mayor

PAYING AGENT:

West Virginia Municipal Bond Commission
900 Pennsylvania Avenue
Suite 1117
Charleston, West Virginia 25301
Attention: Executive Director

REGISTRAR:

[Name and address to be set forth in the Supplemental Resolution]

DEPOSITORY BANK:

[Name and address to be set forth in the Supplemental Resolution]

Any party listed above may change such address listed for it at any time upon written notice of change sent by United States mail, postage prepaid, to the other parties.

Section 10.07. No Personal Liability. No member of the Governing Body or officer or employee of the Issuer shall be individually or personally liable for the payment of the principal of or the interest on any Series 2025 Note, but nothing herein contained shall relieve any such member, official or employee from the performance of any official duty provided by law or this Ordinance.

Section 10.08. Law Applicable. The laws of the State shall govern the construction of this Ordinance and of the Series 2025 Note issued hereunder.

Section 10.09. Parties Interested Herein. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or give to, any person or corporation, other than the Issuer, the Registrar, the Paying Agent and the Registered Owner of the Series 2025 Note any right, remedy or claim under or by reason of this Ordinance. All the covenants, stipulations, promises and agreements contained in this Ordinance by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, the Registrar, the Paying Agent, and the Registered Owner of the Series 2025 Note.

Section 10.10. Severability of Invalid Provisions. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, such invalidity shall not affect any of the remaining provisions of this Ordinance.

Section 10.11. Table of Contents and Headings. The Table of Contents and headings of the articles, sections and subsections hereof are for convenience only and shall neither control nor affect in any way the meaning or construction of any of the provisions hereof.

Section 10.12. Conflicting Provisions Repealed. All orders, resolutions or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed, provided however, that the Prior Ordinances shall remain in full force and effect so long as any of the Prior Bonds are outstanding.

Section 10.13. Covenant of Due Procedure, Etc. The Issuer covenants that all acts, conditions, things and procedures required to exist, to happen, to be performed or to be taken precedent to and in the adoption of this Ordinance do exist, have happened, have been performed and have been taken in regular and due time, form and manner as required by and in full compliance with the laws and Constitution of the State of West Virginia applicable thereto; and that the Mayor, Recorder and members of the Governing Body were at all times when any actions in connection with this Ordinance occurred and are duly in office and duly qualified for such office.

Section 10.14. Statutory Notice and Public Hearing. Upon adoption hereof, an abstract of this Ordinance determined by the Governing Body to contain sufficient information as to give notice of the contents hereof shall be published once a week for 2 successive weeks within a period of fourteen consecutive days, with at least 6 full days intervening between each publication, in the *Record Delta*, a newspaper published and of general circulation in The City of Buckhannon, together with a notice stating that this Ordinance has been adopted and that the Issuer contemplates the issuance of the Series 2025 Note, and that any person interested may appear before the Governing Body upon a date certain, not less than ten days subsequent to the date of the first publication of such abstract of this Ordinance and notice, and present protests, and that a certified copy of this Ordinance is on file with the Governing Body for review by interested persons during office hours of the Governing Body. At such hearing, all objections and suggestions shall be heard and the Governing Body shall take such action as it shall deem proper in the premises.

[Remainder of Page Intentionally Blank]

Section 10.15. Effective Date. This Ordinance shall take effect immediately following public hearing hereon.

Passed on First Reading: July 15, 2025

Passed on Second Reading: August 7, 2025

Passed on Final Reading
Following Public Hearing: September 4, 2025

THE CITY OF BUCKHANNON

Mayor

CERTIFICATION

Certified a true, correct and complete copy of an Ordinance duly enacted by THE CITY OF BUCKHANNON on _____, 2025 which Ordinance has not been repealed, rescinded, modified, amended or revoked.

Dated: _____, 2025.

[SEAL]

Recorder

EXHIBIT A

FORM OF SERIES 2025 NOTE

No. R-1 \$ _____

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
THE CITY OF BUCKHANNON (WEST VIRGINIA)
WATER REVENUE BOND ANTICIPATION NOTE, SERIES 2025 (TAX EXEMPT)

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>NOTE DATE</u>
_____	_____, 20__	_____, 2025

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____

KNOW ALL MEN BY THESE PRESENTS: That THE CITY OF BUCKHANNON, a municipality organized and existing under the laws of the State of West Virginia (the “Borrower”), for value received, hereby promises to pay, but only from the special funds provided therefore, as hereinafter set forth, to _____ (the “Registered Owner”), on _____, 20__, or upon issuance of water revenue bonds or other obligations of the Issuer and/or receipt of grant funding committed and available to the Borrower for the purpose of permanently financing the costs of the Project (as defined in the Ordinance), whichever shall occur earlier. The interest on this Note shall be at the rate of ____% per annum, payable [semiannually] prior to maturity or earlier repayment in full as herein described, from Surplus Revenues (as defined in the Ordinance) on the 1st day of each _____ and _____, commencing _____ 1, 20__. The entire outstanding principal balance of this Note and all interest accrued hereon and not theretofore paid shall be payable in full on _____ 1, 20__, or upon the issuance of revenue bonds or other obligations of the Issuer and/or receipt of grant funding which is committed and available to the Borrower for the purpose of permanently financing the costs of the Project, whichever shall occur earlier.

Interest accruing on this Note and the principal thereof shall be payable by check or draft mailed by West Virginia Municipal Bond Commission, Charleston, West Virginia, as paying agent (in such capacity, the “Paying Agent”), to the Registered Owner or, at the option of the Registered Owner, by wire transfer in immediately available funds to a domestic bank account specified in writing by the Registered Owner, or by other mutually agreeable method. The Series 2025 Note shall be payable as to principal and interest in any coin or currency which on the date of payment of principal and/or interest is legal tender for the payment of public and private debts under the laws of the United States of America. The Registered Owner of this Note shall not be required to surrender the Series 2025 Note in order to receive payments of principal and interest during the term of the Series 2025 Note, including without limitation, upon maturity.

The proceeds of this “Water Revenue Bond Anticipation Note, Series 2025 “ (the “Note”) are to be used (i) to temporarily pay the costs of acquisition of the Project as defined in the Ordinance, and (ii) to pay certain costs of issuance of the Series 2025 Note and related costs.

This Note is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 8, Article 19 of the Code of West Virginia, 1931, as amended (the “Act”), and an Ordinance duly enacted by the Issuer on _____, 2025, and supplemented by a Supplemental Parameters Resolution adopted by the Issuer on _____,

2025 (hereinafter collectively referred to as the “Bond Legislation”), and is subject to all the terms and conditions of said Bond Legislation.

THIS NOTE IS ISSUED JUNIOR AND SUBORDINATE WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS TO THE ISSUER’S WATER REVENUE BONDS, SERIES 2016 A (TAX EXEMPT), DATED FEBRUARY 18, 2016, ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$3,755,000 (THE “SERIES 2016 A BONDS” OR “PRIOR BONDS”).

THE PAYMENT OF PRINCIPAL OF AND INTEREST ON THIS NOTE IS PAYABLE SOLELY FROM AND SECURED BY THE PROCEEDS OF WATER REVENUE BONDS OR OTHER OBLIGATIONS ISSUED SUBSEQUENT TO THE ISSUANCE OF THE NOTE AND/OR GRANT FUNDING COMMITTED AND AVAILABLE TO THE BORROWER FOR THE EXPRESS PURPOSE OF PERMANENTLY FINANCING THE PROJECT AND SURPLUS REVENUES OF THE SYSTEM. THE ISSUER MAY ISSUE ADDITIONAL PARITY BONDS TO FINANCE ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE SYSTEM WHICH ARE NOT PART OF THE PROJECT OR TO REFINANCE PRIOR BONDS OR ADDITIONAL PARITY BONDS WHILE THE NOTE IS OUTSTANDING WITHOUT THE CONSENT OF THE HOLDER OF THE NOTE.

This Note and the interest thereon is, under the Act, exempt from all taxation by the State of West Virginia, or any county, municipality or county commission, political subdivision or agency thereof.

This Note has been designated a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3)(b) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note have existed, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Note, together with all other obligations of said Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia.

This Note shall not be entitled to any benefit under the Bond Legislation, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon shall have been signed by the Registrar.

All provisions of the Bond Legislation, and the statutes under which this Note is issued, shall be deemed to be a part of the contract evidenced by this Note to the same extent as if written fully herein.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, THE CITY OF BUCKHANNON has caused this Note to be signed by its Mayor and its corporate seal to be imprinted hereon and attested by its Recorder, and has caused this Note to be dated as of the Date specified above.

[SEAL]

ATTEST:

City Clerk

Mayor

CERTIFICATE OF AUTHENTICATION
AND REGISTRATION

This Note is the fully registered Note described in the within-mentioned Bond Legislation and has been duly registered in the name of the Registered Owner on the date set forth below. Delivered herewith is the opinion of Steptoe & Johnson PLLC, bond counsel, signed originals of which are on file with the Registrar, delivered and dated on the date of the original delivery of and payment for the Note.

Dated: _____, 2025.

_____,
as Registrar

By _____
Its Authorized Officer

(Form of)

ASSIGNMENT TO SUCCESSOR CORPORATION

Social Security or Other Identifying Number of Assignee _____

FOR VALUE RECEIVED, the undersigned hereby assigns and transfers unto its corporate successor,

_____ the within Note and
does hereby irrevocably constitute and appoint

_____ to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____, 20____.

SIGNATURE GUARANTEED:

(Bank, Trust Company or Firm)

(Authorized Officer)

NOTICE: The Assignor’s signature to this Assignment to Corporate Successor must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or any change whatever.

Sanders/Zuliani motioned to approve the enactment on third and final reading following a public hearing thereon of a Note Authorizing Ordinance of the City which authorizes the issuance by the City of its Water Revenue Bond Anticipation Note, Series 2025 (Tax Exempt) in an amount not to exceed \$6,000,000 for the purpose of financing design, property acquisition and pre-construction activities relating to future improvements to the waterworks system of the City as well as costs of issuance of such Note and related costs. The motion carried unanimously.

Mayor Skinner presented agenda item 13. b. ii., To consider for adoption a Supplemental Resolution of the City providing authorizations and approvals with respect to the issuance by the City of its Water Revenue Bond Anticipation Note, Series 2025 (Tax Exempt) in an amount not to exceed \$6,000,000 for the purpose of financing design, property acquisition and pre-construction activities relating to future improvements to the waterworks system of the City as well as costs of issuance of such Note and related costs. Mr. Aman reviewed the bid proposals for the financing and noted that Ohio Valley Bank presented the most attractive financing proposal and, after reviewing it and the others, recommended that the City Council accept the proposal from Ohio Valley Bank. Amberle Jenkins also spoke on the proposal and recommended accepting Ohio Valley Bank’s proposal. Discussion took place.

RESOLUTION 2025-07

The City of Buckhannon
(West Virginia)
Water Revenue Bond Anticipation Note, Series 2025 (Tax Exempt)

SUPPLEMENTAL PARAMETERS RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING PARAMETERS AS TO THE PRINCIPAL AMOUNT, DATE, MATURITY DATE, INTEREST RATE, INTEREST AND PRINCIPAL PAYMENT DATES AND OTHER TERMS OF THE WATER REVENUE BOND ANTICIPATION NOTE, SERIES 2025 (TAX EXEMPT) OF THE CITY OF BUCKHANNON; AUTHORIZING AND APPROVING THE SALE AND DELIVERY OF SUCH NOTE PURSUANT TO A REQUEST FOR PROPOSALS; APPOINTING A REGISTRAR AND PAYING AGENT FOR SUCH NOTE; AND MAKING OTHER PROVISIONS AS TO THE NOTE.

WHEREAS, the Council (the “Governing Body”) of The City of Buckhannon (the “Issuer”) has duly enacted and officially adopted on September 4, 2025, an Ordinance (the “Ordinance”) entitled:

ORDINANCE AUTHORIZING THE DESIGN AND UNDERTAKING OF PRE-CONSTRUCTION ACTIVITIES FOR IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC WATERWORKS SYSTEM AND TEMPORARILY FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, AND PAYING COSTS OF ISSUANCE AND RELATED COSTS, THROUGH THE ISSUANCE OF THE WATER REVENUE BOND ANTICIPATION NOTE, SERIES 2025 (TAX EXEMPT) OF THE CITY OF BUCKHANNON IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN \$6,000,000; PROVIDING FOR THE RIGHTS AND REMEDIES OF, AND THE SECURITY FOR, THE REGISTERED OWNER OF SUCH NOTE; AUTHORIZING THE EXECUTION AND DELIVERY OF A TAX CERTIFICATE, A TAX COMPLIANCE POLICY AND OTHER DOCUMENTS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH NOTE AND ADOPTING OTHER PROVISIONS RELATING THERETO.

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the same meaning set forth in the Ordinance when used herein;

WHEREAS, the Ordinance provides for the issuance by the Issuer of its Water Revenue Bond Anticipation Note, Series 2025 (Tax Exempt) in an aggregate principal amount not to exceed \$6,000,000 (the “Series 2025 Note” or “Note”) in accordance with Chapter 8, Article 19 of the West Virginia Code of 1931, as amended (the “Act”);

WHEREAS, the Ordinance further provided that the exact date, amount, maturity, interest rate, redemption provisions, purchase price and other terms of the Series 2025 Note should be established by Supplemental Resolution and/or a Certificate of Determinations, that a Registrar, Paying Agent and Depository Bank be designated, that a Registrar Agreement, and a Tax Compliance Policy be approved and that other matters pertaining to the Series 2025 Note be provided for by a Supplemental Resolution of the Governing Body and/or a Certificate of Determinations, and that additional covenants and provisions relating to the Series 2025 Note be provided therein;

WHEREAS, the Series 2025 Note is proposed to be sold to _____ pursuant to a request for proposals distributed by the City;

WHEREAS, the Governing Body desires to adopt a tax compliance policy (the “Tax Compliance Policy”) with respect to the Series 2025 Note; and

WHEREAS, the Governing Body deems it essential and desirable that this supplemental parameters resolution (the “Supplemental Parameters Resolution”) be adopted, that the Tax Compliance Policy and the Registrar Agreement hereinafter provided for be approved by the Issuer, that the Mayor be authorized to execute the Certificate of Determinations within the parameters hereby approved by the Governing Body, and that other matters relating to the Note be herein provided for all in accordance with the Ordinance.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY
OF THE CITY OF BUCKHANNON:**

Section 1. For the purposes of (i) temporarily financing the cost of design and pre-construction activities, specifically including but not limited to some or all of the following, engineering, legal, accounting, appraisal and project administration services, land and easement acquisition and related activities in connection with the acquisition and construction of improvements to the waterworks system of the Issuer, and all appurtenant facilities (collectively, the “Project”), and (ii) paying costs of issuance of the Series 2025 Note and related costs, the Governing Body of the Issuer hereby authorizes and orders the issuance of the Series 2025 Note in an aggregate principal amount of \$6,000,000.

Section 2. The Series 2025 Note shall be sold to _____, a _____ chartered in the state of _____, with a banking office located in _____, West Virginia (the “Lender”) pursuant to the Commitment Letter of the Lender attached hereto as **EXHIBIT B**.

Section 3. Pursuant to the Ordinance and the Act, this Supplemental Parameters Resolution is adopted and there are hereby authorized and ordered to be issued the Series 2025 Note. The Series 2025 Note shall be issued as a single note in the aggregate principal amount of \$6,000,000, bear interest at a rate not to exceed 10%, shall be dated such date, upon original issuance, shall mature in such principal amounts on such dates, not to exceed five years, shall be subject to such redemption provisions, all as shall subsequently be approved by the Mayor pursuant to the execution and delivery by the Mayor of a Certificate of Determinations with respect to the Series 2025 Note, the form of which is attached hereto as **EXHIBIT A** and approved hereby (the “Certificate of Determinations”); and shall be substantially in the form set forth in the Ordinance, provided however, that the specific terms of the Series 2025 Note shall be as determined, and approved, by the Mayor at the time of the execution of the Certificate of Determinations. All other provisions relating to the Series 2025 Note shall be as provided in the Ordinance or by the Mayor in the Certificate of Determinations.

Section 4. Proceeds of the Note shall be expended solely for the purposes set forth in the Ordinance. The Water Board is authorized to review and approve all expenditures and draws on the proceeds of the Series 2025 Note to pay such expenditures.

Section 5. The firm of Steptoe & Johnson PLLC, Bridgeport, West Virginia, is hereby appointed bond counsel to the Issuer in connection with the issuance of the Note. The Tax Compliance Policy prepared by Steptoe & Johnson PLLC with respect to the Series 2025 Note, substantially in the form as presented at this meeting, is hereby adopted and approved. The Registrar Agreement, by and between the Issuer and the registrar to be appointed pursuant to the Certificate of Determinations, substantially in the form as presented at this meeting, is hereby adopted and approved.

Section 6. The Issuer hereby appoints and designates the West Virginia Municipal Bond Commission, as the Paying Agent for the Series 2025 Note.

Section 7. The Mayor and City Clerk are hereby authorized and directed to execute and deliver such other documents and certificates, required or desirable in connection with the Note to the end that the Note may be delivered on a timely basis to the Lender.

Section 8. The issuance of the Series 2025 Note is in the public interest, serves a public purpose of the Issuer and will promote the health, welfare and safety of the residents of the Issuer.

Section 9. The Issuer hereby covenants and agrees that it will not permit at any time or times any of the proceeds of the Series 2025 Note or any other funds of the Issuer to be used directly or indirectly to acquire any securities or obligations, the acquisition of which would cause any of the Series 2025 Note or Prior Bonds to be an "arbitrage bond" as defined in Section 148 of the Code, and the regulations promulgated pursuant thereto. The Mayor of the Issuer is authorized and directed to execute and deliver such further instruments or agreements as shall be required to provide further assurances of the Issuer's compliance with this covenant.

Section 10. The Mayor and City Clerk, and all other appropriate officers and employees of the Issuer are hereby authorized, empowered and directed to do any and all things proper and necessary to cause the Series 2025 Note to be duly and properly issued by the Issuer and delivered to the Lender as herein authorized and to otherwise facilitate the transaction contemplated by this Supplemental Parameters Resolution, and no further authority shall be necessary to authorize any such officers or employees to give such further assurance and do such further acts as may be legally required.

Section 11. This Supplemental Parameters Resolution shall be effective immediately following adoption hereof.

[Remainder of Page Intentionally Blank]

Adopted this 4th day of September, 2025.

THE CITY OF BUCKHANNON

By: _____
Its: Mayor

CERTIFICATION

Certified a true copy of a Supplemental Parameters Resolution duly adopted by the Governing Body of THE CITY OF BUCKHANNON on September 4, 2025, which Supplemental Parameters Resolution has not been repealed, rescinded, modified, amended or revoked, as of the date hereof.

Dated: _____, 2025.

[SEAL]

By: _____
City Clerk

SUPPLEMENTAL PARAMETERS RESOLUTION – EXHIBIT A

FORM OF CERTIFICATE OF DETERMINATIONS

The City of Buckhannon
(West Virginia)
Water Revenue Bond Anticipation Note, Series 2025 (Tax Exempt)

CERTIFICATE OF DETERMINATIONS

The undersigned, Robbie Skinner, III, Mayor of The City of Buckhannon (the “Issuer”), in accordance with the Supplemental Parameters Resolution adopted by the Governing Body of the Issuer on September 4, 2025 (the “Supplemental Parameters Resolution”), with respect to the Issuer’s Water Revenue Bond Anticipation Note, Series 2025 (Tax Exempt) (the “Series 2025 Note”), hereby finds and determines this 4th day of September, 2025 as follows:

1. The Series 2025 Note shall be sold to _____ (the “Lender”), pursuant to the terms of the Lender's commitment letter dated _____, 2025 at an aggregate purchase price of \$6,000,000.

2. The Issuer hereby appoints and designates _____, West Virginia, as the Registrar for the Series 2025 Note.

3. The Series 2025 Note shall be issued in the aggregate principal amount of \$6,000,000. The interest rate on the Series 2025 Note shall be the fixed rate of ____% per annum, which does not exceed the maximum interest rate authorized by the Supplemental Parameters Resolution.

4. The Series 2025 Note shall be dated _____, 2025, which is its date of issuance. The accrued interest on the Note shall be payable quarterly on the 1st day of each March, June, September and December, commencing _____, 20____. The entire outstanding principal balance of the Series 2025 Note and all interest accrued thereon shall be payable in full on _____, 20____, or upon the issuance of revenue bonds or other obligations of the Issuer and/or receipt of grant funding which is committed and available to the Borrower for the purpose of permanently financing the costs of the Project, whichever shall occur earlier.

5. The Series 2025 Note is subject to prepayment and redemption in whole or in part at any time without prepayment penalty or premium.

6. _____ is designated as Depository Bank for the Series 2025 Note.

7. The undersigned hereby certifies that the foregoing terms and conditions of the Series 2025 Note are within the parameters prescribed by the Supplemental Parameters Resolution, and the Series 2025 Note may be issued with such terms and conditions as authorized by the Supplemental Parameters Resolution.

WITNESS my signature as of the day and year first written above.

THE CITY OF BUCKHANNON

By: _____
Its: Mayor

EXHIBIT B

Commitment Letter of Lender

[Attached Hereto]

\$6,000,000

The City of Buckhannon
(West Virginia)

Water Revenue Bond Anticipation Note, Series 2025 (Tax-Exempt)

REGISTRAR AGREEMENT

THIS AGREEMENT, dated as of the ____ day of _____, 2025, by and between THE CITY OF BUCKHANNON, a municipality and political subdivision of the State of West Virginia (the “Issuer”), and _____, _____, a bank chartered in the state of _____, with a branch office located in _____, West Virginia (the “Bank”).

WHEREAS, the Issuer has, contemporaneously with the execution hereof, issued and sold its \$6,000,000 principal amount Water Revenue Bond Anticipation Note, Series 2025 (Tax-Exempt), (the “Series 2025 Note”), in fully registered form pursuant to an Ordinance enacted September 4, 2025, as supplemented by a Supplemental Parameters Resolution adopted September 4, 2025 (collectively, the “Note Legislation”);

WHEREAS, capitalized words and terms used in this Agreement and not otherwise defined herein shall have the respective meanings given them in the Note Legislation, a copy of which is attached as Exhibit A hereto and incorporated herein by reference;

WHEREAS, the Note Legislation provides for an appointment by the Issuer of a Registrar for the Series 2025 Note; and

WHEREAS, the Issuer desires to appoint, and by the Note Legislation and this Agreement does appoint the Bank to act as Registrar under the Note Legislation and to take certain other actions hereinafter set forth;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. Upon the execution of this Agreement by the Issuer and the Bank and during the term hereof, the Bank does accept and shall have and agrees to perform all of the powers and duties of Registrar, as set forth in the Note Legislation, such duties including, among other things, the duties to authenticate, register and deliver the Series 2025 Note upon original issuance and when properly presented for exchange or transfer, and shall do so with the intention of maintaining the excludability from gross income of interest on the Series 2025 Note for purposes of federal income taxation, in accordance with any rules and regulations promulgated by the United States Treasury Department or by the Municipal Securities Rulemaking Board or similar regulatory bodies as the Issuer advises it of and with generally accepted industry standards.

2. The Bank agrees to furnish the Issuer with appropriate records of all transactions carried out by it as Registrar and to furnish the Issuer with the names and specimen signatures of the Bank's authorized officers for the purposes of acting as the Registrar and with such other information and reports as the Issuer may from time to time reasonably require.

3. The Bank shall have no responsibility or liability for any action taken by it at the specific direction of the Issuer.

4. As compensation for acting as Registrar pursuant to this Agreement, the Issuer hereby agrees to pay to the Bank, the compensation for services rendered as provided in the annexed fee schedule and reimbursement for reasonable expenses incurred in connection therewith.

5. It is intended that this Agreement shall carry out and implement provisions of the Note Legislation with respect to the Registrar. In the event of any conflict between the terms of this Agreement and the Note Legislation, the terms of the Note Legislation shall govern.

6. The Issuer and the Bank each warrants and represents that it is duly authorized and empowered to execute and enter into this Agreement and that neither such execution nor the performance of its duties hereunder or under the Note Legislation will violate any order, decree or agreement to which it is a party or by which it is bound.

7. This Agreement may be terminated by either party upon 60 days' written notice sent by registered or certified mail to the other party, at the following respective addresses:

ISSUER:

The City of Buckhannon
70 East Main Street
Buckhannon, West Virginia 26201
Attention: Mayor

REGISTRAR:

8. The Bank is hereby requested and authorized to authenticate and deliver the Series 2025 Note in accordance with the Note Legislation.

9. If any one or more of the covenants or agreements provided in this Agreement to be performed on the part of any of the parties hereto shall be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

10. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names and on their behalf, all as of the day and year first above-written.

THE CITY OF BUCKHANNON

By: _____
Its: Mayor

_____BANK

By: _____
Its: Authorized Officer

EXHIBIT A

Note Legislation

[See Transcript at Tab No. 1 and Tab No. 2]

FEE SCHEDULE

(On File with Issuer)

THE CITY OF BUCKHANNON

TAX COMPLIANCE POLICIES

Purpose

Governmental issuers of tax-exempt and tax-credit bonds must comply with certain federal tax rules pertaining to expenditure of proceeds for qualified costs, rate of expenditure, use of bond financed property, investment of proceeds in compliance with arbitrage rules, and retention of records. The following policies are intended to establish compliance by The City of Buckhannon (the “*Issuer*”), as the issuer, with these rules in connection with the issuance of the Issuer’s **Water Revenue Bond Anticipation Note, Series 2025 (Tax-Exempt)** (the “*Tax-Exempt Bond*”). It is understood and agreed by the Issuer, and the Issuer has covenanted to take all actions necessary to maintain the Tax-Exempt Bond as tax-exempt state and local bonds.

Tax Requirements Associated with Sale and Issuance of Bonds

Review and retention of tax documents related to the sale and issuance of Tax Exempt Bonds will be supervised by the Mayor or his or her designee (the “*Oversight Officer*”).

- Form 8038-G (tax exempt bonds) will be reviewed and filed not later than the 15th day of the 2nd calendar month following the quarter in which the bonds were issued. Filing of appropriate version or versions of Form 8038-G will be confirmed with bond counsel.

Expenditure of Proceeds for Governmental Costs

Expenditure of bond proceeds will be reviewed by the Oversight Officer.

- Bond proceeds will be disbursed pursuant to the Bond Ordinance, and will be a written order of an Authorized Officer, stating the date, amount and purpose of the disbursement.
- Requisitions must identify the financed property in conformity with the Tax and Non-Arbitrage Certificate executed by the Issuer at closing, including any certifications as to the character and average economic life of the bond-financed property.
- Requisitions for costs that were paid prior to the issuance of the bonds are, in general, limited to costs paid subsequent to, or not more than 60 days prior to, the date a “declaration of intent” to reimburse the costs was adopted by the Issuer. If proceeds are used for reimbursement, a copy of the declaration will be obtained and included in the records for the Tax-Exempt Bond, if not already part of the bond transcript.
- Requisitions will be in accordance with expectations to spend or commit 5% of net sale proceeds within 6 months, to spend 85% of net sale proceeds within 3 years, and to proceed with due diligence to complete the project and fully spend the net sale proceeds. Expected expenditure schedules, project timelines, and plans and specifications will be maintained to support expectations. Reasons for failure to

meet the expected schedule will be documented and retained in the records for the Tax-Exempt Bond.

- If the 18-month spending exception to rebate applies, expenditure of gross proceeds will be monitored against the following schedule for the arbitrage rebate exception for the issue, if applicable:

15% within 6 months
60% within 12 months
100% within 18 months

- If the 2-year spending exception to rebate applies, expenditure of “available construction proceeds” will be monitored against the following schedule for the arbitrage rebate exception for construction issues if applicable:

10% within 6 months
45% within 12 months
75% within 18 months
100% within 24 months

Expenditure of Proceeds

In addition to the general review of expenditures described above, expenditure of proceeds of the Tax-Exempt Bond will be reviewed by the Oversight Officer.

- Reserve funds cannot exceed the least of 10% of bond proceeds, maximum annual debt service, or 125% of average annual debt service. The initial funding of any reserve fund will be measured against this limit.
- Only a small portion (5%) of the proceeds of Tax-Exempt Bond can be used for operating expenses or other “working capital” costs. Requisitions for costs of the Project will accordingly be monitored to confirm that they are for capital costs of the Project.
- Investment earnings on sale proceeds of the Tax-Exempt Bond will be tracked and will be requisitioned only for appropriate expenditures.

Use of Bond-Financed Property

Use of bond-financed property when completed and placed in service will be reviewed by the Oversight Officer.

- Average nonexempt use of bond-financed property over the life of the issue cannot exceed 10% of the proceeds.
- Agreements with business users or non-profit organizations for lease or management or services contracts, sponsored research, naming rights or any other potential nonexempt use of bond-financed property will be reviewed prior to execution of any contract to determine if property subject to the Bond Ordinance is bond-financed.
- Agreements with business users or other non-profit organizations for lease or management or services contracts or other private business use involving bond-financed property will be tracked and aggregated with other private business uses for compliance with the 10% limit, as set forth in the Tax and Non-Arbitrage Certificate.
- No item of bond-financed property will be sold or transferred to a nonexempt party without advance arrangement of a “remedial action” under the applicable Income Tax Regulations.

Investments and IRS Filings

Investment of bond proceeds in compliance with the arbitrage bond rules and rebate of arbitrage will be supervised by the Oversight Officer.

- Guaranteed investment contracts (“GIC”) will be purchased only using the three-bid “safe harbor” of applicable Income Tax Regulations, in compliance with fee limitations on GIC brokers in the Income Tax Regulations.
- Other investments will be purchased only in market transactions.
- Calculations of rebate liability will be performed annually by outside consultants.
- Rebate payments will be made with Form 8038-T no later than 60 days after (a) each fifth anniversary of the date of issuance and (b) the final retirement of the issue. Compliance with rebate requirements will be reported to the bond trustee and the issuer.
- Identify date for first rebate payment at time of issuance. Enter in records for the issue.

Records

Management and retention of records related to tax-exempt bond issues will be supervised by the Oversight Officer.

- Records will be retained for the life of the bonds plus any refunding bonds plus three years. Records may be in the form of documents or electronic copies of documents, appropriately indexed to specific bond issues and compliance functions.
- Retainable records pertaining to the Tax-Exempt Bond include transcript of documents executed in connection with the issuance of the bonds (including authorizing resolutions, Bond Ordinance, Form 8038-G, and Tax and Non-Arbitrage Certificate) and any amendments, and copies of rebate calculations and records of payments, including Forms 8038-T.
- Retainable records pertaining to expenditures of bond proceeds include requisitions, accounting statements and final allocation of proceeds.
- Retainable records pertaining to use of property include all agreements reviewed for nonexempt use and any reviewed documents relating to unrelated business activity.
- Retainable records pertaining to investments include GIC documents under the Income Tax Regulations, records of purchase and sale of other investments, and records of investment activity sufficient to permit calculation of arbitrage rebate or demonstration that no rebate is due.

Overall Responsibility

Overall administration and coordination of this policy is the responsibility of the Oversight Officer.

Approved by Supplemental Resolution dated September 4, 2025

August 7, 2025

Proposed Issuance of Not More than \$6,000,000
The City of Buckhannon (West Virginia)
Water Revenue Bond Anticipation Note, Series 2025 (Tax Exempt)

Dear _____:

The City of Buckhannon (“City”) is seeking proposals from qualified financial institutions for the purchase of not more than \$6,000,000 in aggregate principal amount of a tax-exempt Bond Anticipation Note (the “Note”) to finance certain additions, improvements and betterments to the existing public waterworks system of the City, consisting of design and pre-construction activities, specifically including but not limited to some or all of the following, engineering, legal, accounting, appraisal and project administration services, land and easement acquisition and related activities in connection with the acquisition and construction of improvements to the waterworks system, and all appurtenant facilities (collectively, the “Project”) (the existing public waterworks system of the Issuer, the Project and any further additions, betterments and improvements thereto are herein called the “System”).

The Note will be issued by the City. The System is operated and managed by The Water Board of the City of Buckhannon (the “Board”), a component unit of City government created by ordinance of the City. The City shall, from the Surplus Revenues of the System, cause to be paid the interest on the Note which accrues and becomes payable on the scheduled payment dates occurring prior to the maturity or earlier repayment in full of the Note. The Note shall bear interest based on the outstanding principal amount of the Note and shall be paid quarterly.

The basic terms of the financing are as follows:

<u>Issuer:</u>	The City of Buckhannon.
<u>Principal Amount:</u>	Not more than \$6,000,000.
<u>Maturity:</u>	Three (3) years at which time all principal of the Note not theretofore repaid will become due and payable; prepayment in whole or in part at any time permitted without penalty.
<u>Interest:</u>	Please provide a quote with simple interest at a tax-exempt rate. Must be quoted as a fixed rate with no resets for the entire term (non-adjustable).

Payments will be made quarterly and consist of interest-only.

For purposes of the interest rate quotation, assume that the closing will occur within sixty (60) days of the due date for the responses to this proposal.

<u>Source of Payment/Security:</u>	Scheduled interest payments on the Note will be payable solely from the Surplus Revenues of the System to be paid by the City.
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The principal of the Note shall be paid in full with the proceeds of a Water Revenue Bond issued by the City and/or grant funding committed and available to the City for the express purpose of permanently financing the Project and Surplus Revenues of the System. It is anticipated that the purchaser of such Water Revenue Bond or the provider of such grant funding will be a State of West Virginia or federal funding source issued for the purpose of permanently financing the waterworks improvements for which the Project is being undertaken and that such funding source will close and be available for disbursement prior to the maturity date of the Note.

The principal of and interest on the Note are NOT payable from the Gross Revenues or Net Revenues of the System or any other revenues or funds of the City.

<u>Parity Bonds:</u>	The City may issue additional Parity Bonds to finance additions, betterments and improvements to the System which are not part of the Project or to refinance Prior Bonds or Additional Parity Bonds while the Note is outstanding without the consent of the holder of the Note.
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Tax Status of
Interest on Note:

Federal and West Virginia tax-exempt. The Note is also being issued on the basis that the same will be “bank qualified” pursuant to Section 265(b)(3) of the Internal Revenue Code.

Bond Counsel and
Legal Opinion:

Step toe & Johnson PLLC, Bridgeport, West Virginia will prepare the Note and all ordinances, resolutions, certificates, and other documents, and if all necessary conditions are satisfied, will deliver their unqualified approving opinion regarding the validity, and tax-exempt and bank-qualified status of the Note.

Bank Expenses:

Please provide in your response a not to exceed amount for each expense, if any, which the City will be required to pay in connection with the Bank’s purchase of the Note, specifically including, but not limited to, fees of Purchaser’s Counsel.

Additional
Information:

Additional information may be obtained from Amberle Jenkins, Director of Finance/Administration for the City, at 304.472.1651 (email: amby.jenkins@buckhannonwv.org), Jay Hollen, P.E., City Engineer 304.472.1651 (email: jay.hollen@buckhannonwv.org) or Step toe & Johnson PLLC, Bond Counsel, Tom Aman at 304.933.8136 (email: Thomas.Aman@steptoe-johnson.com). Upon request, the City will provide to any interested lender copies of its most recent audited financial statements and the current budget for the System.

If you wish to submit a proposal for purchase of the Note, please submit it via email by 3:00 p.m. on Monday, August 25, 2025, to Amberle Jenkins, Director of Finance/Administration at amby.jenkins@buckhannonwv.org. Please also email a copy of your proposal to Jay Hollen at jay.hollen@buckhannonwv.org.

The City will pay all fees and expenses of bond counsel and any other counsel engaged by the City. The City reserves the right to reject any and all proposals or parts thereof. The City has no liability for any expenses of commercial financing institutions related to the submission of a response to the Request for Proposals.

Very truly yours,
Amberle Jenkins
Director of Finance/Administration

Reger/Randall motioned to approve the adoption a Supplemental Resolution of the City providing authorizations and approvals with respect to the issuance by the City of its Water Revenue Bond Anticipation Note, Series 2025 (Tax Exempt) in an amount not to exceed \$6,000,000 for the purpose of financing design, property acquisition and pre-construction activities relating to future improvements to the waterworks system of the City as well as costs of issuance of such Note and related costs, and to accept the proposal from Ohio Valley Bank as presented for the financing as present. The motion carried unanimously.

Without objection, agenda item 10. a., Pinning of Lieutenant Maria Potter was moved to the table for action. Chief Kimble provided an overview of the significance of the pinning and of Lieutenant Maria Potter's accomplishment. Lt. Potter's husband, FF 1st Class Brian Potter, did the pinning.



Without objection, agenda Item 12. b., Revisit Zoning Application Process was moved to the table for discussion and possible action. Mayor Skinner began the discussion, stating that he would like us to reconsider the action that we took in the previous meeting, where the Council voted to require zoning applications and permits for all landscaping projects. Discussions took place with comments from most council members, with varying recommendations, including Mr. Reger, who asked that we recall the previous motion and that we table the matter for further consideration of a better, more equitable approach. Mayor Skinner recommended that we consider Mr. Reger's suggestion. City Attorney Tom O'Neill stated that we would need a motion to reconsider the specific motion from the previous meeting, and then another motion to table any further action on the subject.

Reger/Thomas motioned to reconsider the action from the City Council meeting of August 21, 2025, which reads "Sanders/Zuliani motioned to require zoning permits for all projects, including window replacement, interior remodeling, and landscaping. The motion carried.". The motion carried unanimously.

Reger/Thomas motioned to table any further action regarding zoning permits for all projects, including window replacement, interior remodeling, and landscaping. The motion carried unanimously.

Mayor Skinner then excused himself from the meeting, and Recorder Sanders took over the meeting as the Chair. Sanders returned to the following item in the regular order of the agenda.

6. Recognition of Guests

d. West Virginia Wesleyan College Student Senate Wyatt Burns – Sanders recognized Mr. Burns, who provided the following report:

Good evening! The campus is buzzing, and we are excited to be back!

- ❖ Wesleyan celebrated its 135th birthday yesterday with the *1890 Challenge*. We hope you all were able to contribute to the college, an integral part of the Buckhannon community! There is still time to donate! The link to donate is: <https://www.wvwc.edu/1890-challenge/>
- ❖ We have over 360 new students across all programs (including LPN to BSN and grad)
- ❖ Overall enrollment is across 34 states and 25 countries
 - ❖ 44% home state is WV, representing 38 out of 55 counties
 - ❖ 46% are out-of-state students representing 25 states
 - ❖ 10% are international students representing 25 countries

The 10 most popular majors for new students:

- ❖ Business Administration
- ❖ Pre-Nursing
- ❖ Exercise Science
- ❖ Psychology
- ❖ Biology
- ❖ Sports Business
- ❖ Computer Science
- ❖ Criminal Justice
- ❖ Physics/Engineering 3-2 program
- ❖ Education

- ❖ The College launched a new major in Cyber-Security this fall
- ❖ Our new LPN to BSN program launched at Battler's Knob this fall with a 100% enrollment and a waiting list!
- ❖ We have a 38% increase in graduate enrollment over last fall
- ❖ We announced that we will have the May 2028 inaugural class for our new Physician Assistant program at Battler's Knob. A formal reception and discussion will take place at Battler's Knob on September 10th
- ❖ The students are very excited that Stone Tower has officially opened its Wesleyan location. They are open seven days a week, from 7a to 4p. Feel free to stop by! It's located on the first floor of the Campus Center.
- ❖ The first home football game is happening right now! We are playing Clarion University under the lights! Next Thursday, there is a night game as well!
- ❖ Men's and Women's Soccer, Volleyball, Golf, Cross Country, and Tennis are in full swing. Feel free to check the website for home contests and join us on campus <https://wesleyanbobcats.com/calendar?vtype=list>
- ❖ Our Center for Community Engagement has service scholars placed with 28 community partners. New service sites this year include: Gibson Library, Farm Bureau, Region VII, Explore: The New Manufacturing, Upshur County 4-H Extension Office, Upshur County Sheriff's Office/Tax Department, and the Upshur County EMS
- ❖ Our nursing department, along with St Joe's, will be hosting the Healthy Hero Hustle 5K on September 6
- ❖ Our students have many volunteer opportunities this month! We will be helping with the Helvetia Fair, the Children's Festival, a Red Cross Blood Drive, Parish House Food Delivery, Girls in Aviation Day, Save a Life Day, and the Hunger Walk, to name a few.
- ❖ Homecoming is fast approaching! On September 25-28, we will host a wide variety of events in an Aloha-themed celebration! From Founder's Day convocation to a block party to a bonfire to special lectures to athletic competitions to alumni gatherings, there will be so much to do!
- ❖ You won't want to miss the Pittsburgh Jazz Orchestra on Thursday, September 24th in the PAC, with guest trumpeter, President James Moore!
https://www.wvwc.edu/wp-content/uploads/2025/07/WVWC_Homecoming_Booklet_WEB_Revised.pdf

A Q&A took place.

7. Public Comment—Motion to Open & Close Requested:

Bucklew/Zuliani motioned to open Public Comments. The motion carried.

Sanders recognized Elissa Linger, who spoke about the upcoming fundraiser scheduled for December 6, 2025, at The Event Center at Brushy Fork. She mentioned her concern for the ivy that has grown on the building at the corner of Locust and Main streets, which has the City Seal painted on it. Sanders noted that we were planning to contact the owner of the building regarding the situation. She concluded with concerns about unidentified pedestrians who have been seen in her neighborhood, and she recounted some recent activity. She would like the BPD to be aware and perhaps patrol the area more often. Mr. Sanders advised that we would alert Chief Gregory and that she should herself contact the BPD with her concerns.

Sanders recognized Jerry Henderson, who spoke about Christmas activities in the City of Buckhannon and whether the City had specific plans. She is interested in aligning her business, along with other BURMA members and the City. Mr. Sanders answered her questions and invited others on the Council to provide ideas for possible activities. Mrs. Bucklew explained her efforts with the Downtown Decorating Committee. Sanders thanked Mrs. Henderson for her comments.

Reger/Zuliani motioned to close Public Comments. The motion carried.

8. Financial Report – Director of Finance Amberle Jenkins: Mrs. Jenkins presented the current financial reports and provided an overview of several topics, including a report on the upcoming property insurance renewal, which is approximately 9%. Mr. Thomas expressed concerns about the increase and requested that the agent appear before the Council to explain the rise. Amby will make the arrangements.

Balances August 2025

Invoices to note—see attached

The policy includes \$25,652,127 Blanket Coverage for buildings and contents and \$601,667 Inland Marine

Zuliani/Thomas motioned to approve the payment of bills. The motion carried unanimously.

August 16-31, 2025 GENERAL FUND PAYMENT OF BILLS

\$3,000.00 – APPALACHIAN EQUIPMENT SOLUTIONS – 4 WEEKS EXCAVATOR RENTAL

09-02-2025 03:45 PM		DISBURSEMENTS 08-16-25 TO 08-31-25		PAGE: 1	
FUND: GENERAL FUND					
DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
MAYOR'S OFFICE	RALSTON PRESS INC	409-341-00	MAYOR'S SUPPLIES & M	#10 ENVELOPES	125.25
	REGION VII PLANNING PDC	409-341-00	MAYOR'S SUPPLIES & M	GIS SERVICES JULY 25	32.50
	WV PUBLIC EMPLOYEES RETIREME	409-106-00	MAYOR'S RETIREMENT	WV RETIREMENT CONTRIBUTION	87.13
		409-106-00	MAYOR'S RETIREMENT	WV RETIREMENT CONTRIBUTION	93.17
		409-106-00	MAYOR'S RETIREMENT	WV RETIREMENT CONTRIBUTION	84.74
		409-106-00	MAYOR'S RETIREMENT	WV RETIRE TIER2 CONTRIBUTI	11.15
	BUCKHANNON POSTMASTER	409-218-00	MAYOR'S POSTAGE	PERMIT #10 POSTAGE	1,000.00
	PAYROLL ACCOUNT (ALL DEPTS)	409-341-00	MAYOR'S SUPPLIES & M	JULY 25 AA FEES	241.56
	GENERAL FUND	409-341-00	MAYOR'S SUPPLIES & M	LOC FEES AUG 25	72.50
	DLT SOLUTIONS LLC	409-341-00	MAYOR'S SUPPLIES & M	AUTO CAD LT FOR DEPTS	963.64
	INTERNAL REVENUE SERVICE	409-104-00	MAYOR'S F.I.C.A.	FICA WITHHELD AND MATCHED	64.19
		409-104-00	MAYOR'S F.I.C.A.	MEDICARE WITHHELD & MATCHE	15.02
	PAYFLEX - INSPIRA	409-105-00	MAYOR'S INSURANCE	GF AUG 2025 HSA FEES	6.50
	UPSHUR COUNTY CLERK	409-341-00	MAYOR'S SUPPLIES & M	RELEASE SHIPMAN LIEN CLEVE	12.00
	US POSTAL SERVICE (CMRS-FP)	409-218-00	MAYOR'S POSTAGE	AUG 25 POSTAGE	250.00
	FP FINANCE PROGRAM	409-218-00	MAYOR'S POSTAGE	AUG 25 MAILER & INSERT PYM	120.07
	WV NEWS	409-220-00	MAYOR'S LEGAL PUBLIC	PUBLIC AUCTION NOTICE	39.60
		409-341-00	MAYOR'S SUPPLIES & M	25/26 ANNL SUBSCRIPTION RE	162.00
	FRONTIER	409-211-00	MAYOR'S TELEPHONE	472-1651-101515-4 CITY HAL	98.82
		409-211-00	MAYOR'S TELEPHONE	304-003-2273-060600-4	24.17
	AMANDA HAYES	409-341-00	MAYOR'S SUPPLIES & M	REFUND BLDG PERMIT #76682	10.00
	**PAYROLL EXPENSES			8/16/2025 - 8/31/2025	1,035.14
				TOTAL:	4,549.15
COUNCIL	WV PUBLIC EMPLOYEES RETIREME	410-106-00	COUNCIL'S RETIREMENT	WV RETIREMENT CONTRIBUTION	18.00
	THOMAS J O'NEILL	410-223-00	PROFESSIONAL (LEGAL)	SEPT 25 ATTORNEY FEES	1,354.17
	UPSHUR COUNTY COMMISSION	410-460-00	CAT CONTROL EXPENSE	FELINE ACTIVITY JULY 25	50.00
	JOHN M SLAUGHTER II	410-460-00	CAT CONTROL EXPENSE	JULY 25 CAT TRAPPINGS (5)	100.00
	TRAVELERS INSUPANCE	410-226-00	COUNCIL INSURANCE (P	INS PREM AUTO LIAB SEPT 25	541.47
				TOTAL:	2,063.64
RECORDER	WV PUBLIC EMPLOYEES RETIREME	411-106-00	RECORDER'S RETIREMEN	WV RETIRE TIER2 CONTRIBUTI	10.70

FUND: GENERAL FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
				TOTAL:	10.70
TREASURER	WV PUBLIC EMPLOYEES RETIREME	413-106-00	TREASURER'S RETIREME	WV RETIREMENT CONTRIBUTION	38.46
		413-106-00	TREASURER'S RETIREME	WV RETIREMENT CONTRIBUTION	38.46
		413-106-00	TREASURER'S RETIREME	WV RETIREMENT CONTRIBUTION	38.46
	DAVID L HOWELL CPA	413-224-00	AUDIT	AUDIT 25 PROGRESS FINCL ST	873.75
	INTERNAL REVENUE SERVICE	413-104-00	TREASURER'S F.I.C.A.	FICA WITHHELD AND MATCHED	26.49
		413-104-00	TREASURER'S F.I.C.A.	MEDICARE WITHHELD & MATCHE	6.20
	PAYFLEX - INSPIRA	413-105-00	TREASURER'S GROUP IN	GF AUG 2025 HSA FEES	3.25
	**PAYROLL EXPENSES			8/16/2025 - 8/31/2025	427.31
				TOTAL:	1,452.38
				TOTAL:	1,452.38
CITY ENGINEER	WV PUBLIC EMPLOYEES RETIREME	420-106-00	CITY ENGINEER RETIRE	WV RETIREMENT CONTRIBUTION	82.21
		420-106-00	CITY ENGINEER RETIRE	WV RETIREMENT CONTRIBUTION	82.21
		420-106-00	CITY ENGINEER RETIRE	WV RETIREMENT CONTRIBUTION	82.21
	INTERNAL REVENUE SERVICE	420-104-00	CITY ENGINEER FICA T	FICA WITHHELD AND MATCHED	57.10
		420-104-00	CITY ENGINEER FICA T	MEDICARE WITHHELD & MATCHE	13.36
	**PAYROLL EXPENSES			8/16/2025 - 8/31/2025	913.46
				TOTAL:	1,230.55
				TOTAL:	1,230.55
ZONING	WV CODE OFFICIALS ASSOC.	437-221-00	ZONING TRAINING	REGISTER V. SMITH SEMINAR	200.00
	WV PUBLIC EMPLOYEES RETIREME	437-106-00	ZONING RETIREMENT	WV RETIREMENT CONTRIBUTION	148.85
		437-106-00	ZONING RETIREMENT	WV RETIREMENT CONTRIBUTION	148.85
		437-106-00	ZONING RETIREMENT	WV RETIREMENT CONTRIBUTION	148.85
	INTERNAL REVENUE SERVICE	437-104-00	ZONING F.I.C.A.	FICA WITHHELD AND MATCHED	102.54
		437-104-00	ZONING F.I.C.A.	MEDICARE WITHHELD & MATCHE	23.98
	PAYFLEX - INSPIRA	437-105-00	ZONING HEALTH INS	GF AUG 2025 HSA FEES	3.25
	**PAYROLL EXPENSES			8/16/2025 - 8/31/2025	1,653.85
				TOTAL:	2,430.17
				TOTAL:	2,430.17
DATA PROCESSING	HEWLETT PACKARD FINANCIAL SE	439-230-00	DATA PROCESSING	PLOTTER RENT AUG 25	78.91
				TOTAL:	78.91
CITY HALL	MON POWER	440-213-00	CITY HALL UTILITIES	110 088 782 062 70 E MAIN	1,614.55
	DODSON BROS EXTERMINATING CO	440-216-00	CITY HALL MAINTENANC	CH PEST CONTROL AUG 25	33.00
	WV PUBLIC EMPLOYEES RETIREME	440-106-00	GROUP RETIREMENT	WV RETIREMENT CONTRIBUTION	139.32
		440-106-00	GROUP RETIREMENT	WV RETIREMENT CONTRIBUTION	139.32
		440-106-00	GROUP RETIREMENT	WV RETIREMENT CONTRIBUTION	134.46
	WALMART STORES INC -BUCKHANN	440-341-00	CITY HALL SUPPLIES	CLEANING SUPPLIES	20.20
	INTERNAL REVENUE SERVICE	440-104-00	CITY HALL FICA	FICA WITHHELD AND MATCHED	95.98
		440-104-00	CITY HALL FICA	MEDICARE WITHHELD & MATCHE	22.45
	PAYFLEX - INSPIRA	440-105-00	CITY HALL JANITOR IN	GF AUG 2025 HSA FEES	3.25
	CINTAS	440-216-00	CITY HALL MAINTENANC	CH THEATRE PSC RUGS	46.59
		440-216-00	CITY HALL MAINTENANC	CH THEATRE PSC RUGS	46.59
	**PAYROLL EXPENSES			8/16/2025 - 8/31/2025	1,548.00
				TOTAL:	3,843.71
				TOTAL:	3,843.71
POLICE	LEAF	700-341-00	POLICE DEPT. MAT & S	POLICE COPIER LEASE AUG 25	154.00
	GALLS LLC	700-345-00	POLICE DEPT. UNIFORM	UNIFORM CAP	238.11
	QUICK SLICK OIL CHANGE	700-343-00	POLICE DEPT. AUTO SU	OIL CHANGE	26.95
		700-343-00	POLICE DEPT. AUTO SU	OIL CHANGE CAR 2	27.70
	SUNSET GRAPHICS LLC	700-341-00	POLICE DEPT. MAT & S	BADGE DECAL	7.00
	WV PUBLIC EMPLOYEES RETIREME	700-106-00	POLICE DEPT. RETIREM	WV RETIREMENT CONTRIBUTION	1,707.85
		700-106-00	POLICE DEPT. RETIREM	WV RETIREMENT CONTRIBUTION	1,877.71
		700-106-00	POLICE DEPT. RETIREM	WV RETIREMENT CONTRIBUTION	1,877.71

FUND: GENERAL FUND

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	WV CONSOLIDATED PUBLIC RETIR	700-106-00	POLICE DEPT. RETIREM	WV RETIREMENT CONTRIBUTION	1,791.54
		700-106-00	POLICE DEPT. RETIREM	WV RETIRE MPFRS CONTRIBUTI	1,205.05
		700-106-00	POLICE DEPT. RETIREM	WV RETIRE MPFRS CONTRIBUTI	1,494.54
		700-106-00	POLICE DEPT. RETIREM	WV RETIRE MPFRS CONTRIBUTI	1,200.53
	INTERNAL REVENUE SERVICE	700-104-00	POLICE DEPT. FICA TA	FICA WITHHELD AND MATCHED	2,383.65
		700-104-00	POLICE DEPT. FICA TA	MEDICARE WITHHELD & MATCHE	557.48
	10-42 TACTICAL LLC	700-345-00	POLICE DEPT. UNIFORM	UNIFORM PANTS	433.65
	PAYFLEX - INSPIRA	700-105-00	POLICE DEPT. GROUP I	GF AUG 2025 HSA FEES	32.50
	STAPLES ADVANTAGE	700-341-00	POLICE DEPT. MAT & S	STICKIES	51.25
	FRONTIER	700-211-00	POLICE DEPT. TELEPHO	304-001-6194-111398-4 POL	133.42
	TRAVELERS INSURANCE	700-226-00	POLICE DEPT. INSURAN	INS PREM AUTO LIAB SEPT 25	2,115.62
	**PAYROLL EXPENSES			8/16/2025 - 8/31/2025	38,446.05
				TOTAL:	53,884.60
				TOTAL:	53,884.60
FIRE	FISHER AUTO PARTS INC	706-348-00	FIRE DEPT HAZARDOUS	OIL DRY ABSORBENT	113.10
	DODSON BROS EXTERMINATING CO	706-341-00	FIRE DEPT. MATERIAL	FIRE PEST CONTROL AUG 25	44.00
	WV PUBLIC EMPLOYEES RETIREME	706-106-00	FIRE DEPT. GROUP RET	WV RETIREMENT CONTRIBUTION	811.71
		706-106-00	FIRE DEPT. GROUP RET	WV RETIREMENT CONTRIBUTION	777.53
		706-106-00	FIRE DEPT. GROUP RET	WV RETIREMENT CONTRIBUTION	727.21
	WV CONSOLIDATED PUBLIC RETIR	706-106-00	FIRE DEPT. GROUP RET	WV RETIRE MPFRS CONTRIBUTI	1,017.77
		706-106-00	FIRE DEPT. GROUP RET	WV RETIRE MPFRS CONTRIBUTI	1,073.05
		706-106-00	FIRE DEPT. GROUP RET	WV RETIRE MPFRS CONTRIBUTI	1,181.40
	INTERNAL REVENUE SERVICE	706-104-00	FIRE DEPT. FICA TAX	FICA WITHHELD AND MATCHED	1,318.31
		706-104-00	FIRE DEPT. FICA TAX	MEDICARE WITHHELD & MATCHE	308.31
	PAYFLEX - INSPIRA	706-105-00	FIRE DEPT. GROUP INS	GF AUG 2025 HSA FEES	29.25
	INDUSTRIAL/ORGANIZATIONAL SO	706-341-00	FIRE DEPT. MATERIAL	PROB FF TESTS	223.00
	MARIA POTTER	706-214-00	FIRE DEPT. TRAVEL EX	TRVL REIMB TRAINING CLS	229.63
	MOUNTAIN STATE EDUCATIONAL S	706-221-00	FIRE DEPT. TRAINING	DRIVING COURSE TRAINING	60.00
	FRONTIER	706-211-00	FIRE DEPT. TELEPHONE	472-2868-101915-4 FIRE	131.23
	TRAVELERS INSURANCE	706-226-00	FIRE DEPT. INSURANCE	INS PREM AUTO LIAB SEPT 25	992.58
	**PAYROLL EXPENSES			8/16/2025 - 8/31/2025	21,263.18
				TOTAL:	30,301.26
				TOTAL:	30,301.26
STREET	LEAF	750-341-00	STREET DEPT. MAT & S	LEASE PAYMENT FOR COPIER	57.14
	STATE ELECTRIC SUPPLY CO INC	750-341-00	STREET DEPT. MAT & S	3PH STARTER FOR AIR COMPR	493.95
	NAPA-AMTOWER AUTO SUPPLY	750-343-00	STREET DEPT. AUTO SU	OIL FUEL & AIR FILTER S-1	118.19
		750-341-00	STREET DEPT. MAT & S	BATTERIES FOR EXIT SIGNS	170.07
	WV PAVING INC	750-461-00	STREET PAVING	SOUTH FLORIDA ST	66,161.80
		750-461-00	STREET PAVING	NORTH FLORIDA ST	44,443.19
		750-461-00	STREET PAVING	WEST LINCOLN ST	43,169.78
		750-461-00	STREET PAVING	OHIO ST	22,177.73
	FIRST COMMUNITY BANK	750-459-00	STREET DEPT. CAPITAL	SEPT 25 CONCRETE TRK PYMT	2,753.72
	WV PUBLIC EMPLOYEES RETIREME	750-106-00	STREET DEPT. GROUP R	WV RETIREMENT CONTRIBUTION	1,014.46
		750-106-00	STREET DEPT. GROUP R	WV RETIREMENT CONTRIBUTION	1,034.40
		750-106-00	STREET DEPT. GROUP R	WV RETIREMENT CONTRIBUTION	1,014.46
		750-106-00	STREET DEPT. GROUP R	WV RETIRE TIER2 CONTRIBUTI	795.75
		750-106-00	STREET DEPT. GROUP R	WV RETIRE TIER2 CONTRIBUTI	793.36
		750-106-00	STREET DEPT. GROUP R	WV RETIRE TIER2 CONTRIBUTI	795.57
	CITIZENS BANK OF WV	750-459-00	STREET DEPT. CAPITAL	STR DEPT EXCAVATOR PYMT SE	2,736.13
	BENNYS BOOT HILL	750-345-00	STREET DEPT. UNIFORM	BOOTS FOR RON SWINDLER	179.91
	INTERNAL REVENUE SERVICE	750-104-00	STREET DEPT. FICA TA	FICA WITHHELD AND MATCHED	1,260.50
		750-104-00	STREET DEPT. FICA TA	MEDICARE WITHHELD & MATCHE	294.80
	PAYFLEX - INSPIRA	750-105-00	STREET DEPT. GROUP I	GF AUG 2025 HSA FEES	29.25
	APPALACHIAN EQUIPMENT SOLUTI	750-458-05	STREET DEPT PROJECTS	4 WEEKS RENTAL SY60 EXCAV	3,000.00

09-02-2025 03:45 PM		DISBURSEMENTS 08-16-25 TO 08-31-25			PAGE: 4
FUND: GENERAL FUND					
DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	FRONTIER	750-211-00	STREET DEPT. TELEPHO	472-5755-101615-4 STREET	130.16
	CINTAS	750-345-00	STREET DEPT. UNIFORM	STREET UNIFORMS	257.65
		750-345-00	STREET DEPT. UNIFORM	STREET UNIFORMS	257.65
		750-345-00	STREET DEPT. UNIFORM	STREET UNIFORMS	257.65
	ACE MATERIALS	750-458-05	STREET DEPT PROJECTS	20T 57'S STONE MIXING CON	640.00
	HOPE GAS	750-213-00	STREET DEPT. UTILITI	230000160518 395 MUDLICK R	97.50
	TRAVELERS INSURANCE	750-226-00	STREET DEPT. INSURAN	INS PREM AUTO LIAB SEPT 25	2,211.57
	**PAYROLL EXPENSES			8/16/2025 - 8/31/2025	20,308.44
				TOTAL:	216,654.78
	STREET LIGHTS	MON POWER	751-213-00	STREET LIGHTS	110 088 782 484 E MAIN ST
		751-213-00	STREET LIGHTS	110 100 156 733 107 E MAIN	104.65
		751-213-00	STREET LIGHTS	110 158 087 939 MAIN ST CA	12.76
		751-213-00	STREET LIGHTS	110 160 309 701 31 S KANAW	26.03
			TOTAL:	276.81	
TRAFFIC SIGNALS & SIGN	MON POWER	752-213-00	TRAFFIC SIGNALS POWE	110 087 174 485 S KANAWHA	33.77
		752-213-00	TRAFFIC SIGNALS POWE	110 088 235 830 REGER ST	36.66
			TOTAL:	70.43	
ARTS-THEATRE	LOUDIN INSURANCE AGENCY INC	906-226-00	CAC INSURANCE & BOND	FINE ARTS & BROKER RENEW P	1,450.00
	J T MARTIN COMPANY INC	906-450-01	THEATRE BLDG	CAC FIRE EXTINGUISHER INSP	135.95
	PASS FIRE PROTECTION INCORPO	906-450-01	THEATRE BLDG	CAC ANL FIRE SPRINKLER IN	450.00
	DODSON BROS EXTERMINATING CO	906-216-00	THEATRE MAINTENANCE/	THEATRE PEST CONTROL AUG 2	102.00
	WV PUBLIC EMPLOYEES RETIREME	906-106-00	CAC RETIREMENT	WV RETIRE TIER2 CONTRIBUTI	1.26
		906-106-00	CAC RETIREMENT	WV RETIRE TIER2 CONTRIBUTI	1.92
		906-106-00	CAC RETIREMENT	WV RETIRE TIER2 CONTRIBUTI	0.72
	WALMART STORES INC -BUCKHANN	906-341-00	CAC SUPPLIES & EXPEN	THEATRE COMEDY/BAND	19.98
	INTERNAL REVENUE SERVICE	906-104-00	CAC FICA	FICA WITHHELD AND MATCHED	8.37
		906-104-00	CAC FICA	MEDICARE WITHHELD & MATCHE	1.96
	CINTAS	906-216-00	THEATRE MAINTENANCE/	CH THEATRE PSC RUGS	29.65
		906-216-00	THEATRE MAINTENANCE/	CH THEATRE PSC RUGS	29.65
	ERIC MILLER	906-341-01	CAC BOOKINGS	8-30-25 LMN HEADLINER	80.00
	ADAM MINNICK	906-341-01	CAC BOOKINGS	8-28-25 COMEDY SHOW COMEDI	500.00
	BOBBY BENAVIDES	906-341-01	CAC BOOKINGS	8-28-25 COMEDY SHOW COMEDI	50.00
	PHILIP SPARKS	906-341-01	CAC BOOKINGS	8-30-25 LMN OPENER	50.00
	BRIAN LASINSKI	906-341-01	CAC BOOKINGS	8-30-25 LMN HEADLINER	170.00
	**PAYROLL EXPENSES			8/16/2025 - 8/31/2025	135.03
				TOTAL:	3,216.49
	STOCKERT YOUTH CENTER	MON POWER	907-213-00	UTILITIES	110 084 592 119 SYC
		907-213-00	UTILITIES	110 084 767 208 79 MAIN S	12.15
LOWES BUSINESS ACCOUNTS/SYNC		907-341-00	MATERIALS & SUPPLIES	BUILDING SUP & REPAIRS	40.49
WV PUBLIC EMPLOYEES RETIREME		907-106-00	GROUP RETIREMENT	WV RETIREMENT CONTRIBUTION	236.97
		907-106-00	GROUP RETIREMENT	WV RETIREMENT CONTRIBUTION	226.08
		907-106-00	GROUP RETIREMENT	WV RETIREMENT CONTRIBUTION	222.12
		907-106-00	GROUP RETIREMENT	WV RETIRE TIER2 CONTRIBUTI	213.50
		907-106-00	GROUP RETIREMENT	WV RETIRE TIER2 CONTRIBUTI	209.17
		907-106-00	GROUP RETIREMENT	WV RETIRE TIER2 CONTRIBUTI	212.83
WALMART STORES INC -BUCKHANN		907-361-00	AFTER SCHOOL SUPPLIE	AFTER SCHOOL SNACKS	32.10
		907-361-00	AFTER SCHOOL SUPPLIE	AFTER SCHOOL SNACKS	2.50
INTERNAL REVENUE SERVICE		907-104-00	FICA TAX	FICA WITHHELD AND MATCHED	504.97
		907-104-00	FICA TAX	MEDICARE WITHHELD & MATCHE	118.09
PAYFLEX - INSPIRA		907-105-00	GROUP INSURANCE	GF AUG 2025 HSA FEES	16.25
09-02-2025 03:45 PM		DISBURSEMENTS 08-16-25 TO 08-31-25			PAGE: 5
FUND: GENERAL FUND					
DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	FRONTIER	907-211-00	TELEPHONES	473-0145-042701-4 SYC	449.05
	CINTAS	907-216-00	MAINTENANCE	SYC RUGS & MOPS 8-18-25	92.64
		907-216-00	MAINTENANCE	SYC RUGS & MOPS 8-25-25	121.43
	TRAVELERS INSURANCE	907-226-00	INSURANCE & BONDS	INS PREM AUTO LIAB SEPT 25	466.44
	**PAYROLL EXPENSES			8/16/2025 - 8/31/2025	8,144.34
				TOTAL:	12,824.34
CONVENTION CENTER	USDA, RURAL DEVLEOPMENT	910-457-00	CONFERENCE CENTER PA	CONF CENTER SEPT 25	3,351.00
		910-457-00	CONFERENCE CENTER PA	SEPT 2025 CONFERENCE CNTR	5,962.37
	WV PUBLIC EMPLOYEES RETIREME	910-106-00	EVENT CENTER RETIREM	WV RETIRE TIER2 CONTRIBUTI	0.66
		910-106-00	EVENT CENTER RETIREM	WV RETIRE TIER2 CONTRIBUTI	1.00
		910-106-00	EVENT CENTER RETIREM	WV RETIRE TIER2 CONTRIBUTI	44.97
	INTERNAL REVENUE SERVICE	910-104-00	FICA TAX	FICA WITHHELD AND MATCHED	0.69
	910-104-00	FICA TAX	MEDICARE WITHHELD & MATCHE	0.16	
**PAYROLL EXPENSES			8/16/2025 - 8/31/2025	11.20	
				TOTAL:	9,372.05
PUBLIC SAFETY	MON POWER	976-213-00	SAFETY COMPLEX UTILI	110 088 783 078 22 S FLORI	1,467.78
	DODSON BROS EXTERMINATING CO	976-216-00	SAFETY COMPLEX MAINT	POLICE PEST CONTROL AUG 25	47.00
	CINTAS	976-216-00	SAFETY COMPLEX MAINT	CH THEATRE PSC RUGS	30.70
		976-216-00	SAFETY COMPLEX MAINT	CH THEATRE PSC RUGS	30.70
	COMFORTECH LLC	976-216-00	SAFETY COMPLEX MAINT	REPAIR HVAC SYSTEM	330.93
			TOTAL:	1,907.11	

b. CPWB’s Recommendation Enterprise Fleet Management Program for Parking Enforcement Vehicle – Mrs. Jenkins explained the need for a vehicle for the Parking Enforcement Officer’s use. She presented the research that has taken place and the proposed Enterprise Fleet Management Program for a new vehicle. The CPWB recommends that we accept and approve the proposal for \$469.73 per month, or \$5,637.48 per year. A discussion took place.

Bucklew/Reger motioned to approve the Enterprise Fleet Management Program for a vehicle for the Parking Enforcement Officer for \$469.73 per month or \$5,637.48 per year. The motion carried unanimously.

c. Approve SYCC Hart Office Solutions Copier Lease & Maintenance Agreement - Mrs. Jenkins explained the SYCC Hart Office Solutions Copier Lease & Maintenance Agreement proposal. The cost will be \$179.50 per month with a State and Local Government Addendum maintaining the lease to one-year terms.

Randall/Zuliani motioned to approve the SYCC Hart Office Solutions Copier Lease & Maintenance Agreement for \$179.50 per month, with a State and Local Government Addendum, maintaining the lease for one-year terms. The motion carried unanimously.

d. Approve Resolution No. 2025-06 General Fund Budget Revision #2 FY 2025/2026 - Mrs. Jenkins explained the resolution and recommended it be approved as presented. A Q&A took place.

Bucklew/Zuliani motioned to approve Resolution No. 2025-06 General Fund Budget Revision #2 FY 2025/2026 as presented. The motion was carried unanimously by voice.

A roll-call vote was necessary. The results were:
Skinner – Absent Randall - Yes
Sanders – Yes, Zuliani - Yes
Bucklew - Yes Thomas - Yes
Reger - Yes

The motion carried unanimously by roll call as well.

RESOLUTION 2025-06

At a regular session of the municipal council, held (Month, day and year) SEPTEMBER 4, 2025 the following order was made and entered:

SUBJECT: The revision of the Levy Estimate (Budget) of the CITY OF BUCKHANNON – GENERAL FUND. The following resolution was offered:

RESOLVED: That subject to approval of the State Auditor as ex officio chief inspector of public offices the municipal council does hereby direct the budget be revised PRIOR TO THE EXPENDITURE OR OBLIGATION OF FUNDS FOR WHICH NO APPROPRIATION OR INSUFFICIENT APPROPRIATION CURRENTLY EXISTS, as shown on budget revision number #2, a copy of which is entered as part of this record.

The adoption of the foregoing resolution having been moved by Pamela Bucklew, and duly seconded by Rob Zuliani the vote thereon was as follows:

ROBERT N SKINNER III	<u>Absent</u>	Yes or No
RANDALL SANDERS	<u>[Signature]</u>	<u>Yes</u> or No
PAMELA BUCKLEW	<u>[Signature]</u>	<u>Yes</u> or No
JACK REGER	<u>[Signature]</u>	<u>Yes</u> or No
ROB ZULIANI	<u>[Signature]</u>	<u>Yes</u> or No
SCOTT RANDALL	<u>[Signature]</u>	<u>Yes</u> or No
David Thomas	<u>[Signature]</u>	yes or No

WHEREUPON, RANDALL SANDERS, declared said resolution duly adopted, and it is therefore ADJUDGED and ORDERED that said resolution be, and the same is, hereby adopted as so stated above, and the RECORDER is authorized to fix his signature on the attached "Request for Revision to Approved Budget" to be sent to the State Auditor for approval.

Ora Ash, Deputy State Auditor
West Virginia State Auditor's Office
200 West Main Street
Clarksburg, WV 26301
Phone: 627-2415 ext. 5101 or ext. 5119
Fax: 304-340-5090
Email: lgs@wvsao.gov

Person To Contact Regarding Request:
Name: **AMBERLE JENKINS**
Phone: **304-472-1651**
Fax: **304-473-0934**
Email: amby.jenkins@buckhannonwv.org

REQUEST FOR REVISION TO APPROVED BUDGET
Subject to approval of the state auditor, the governing body requests that the budget be revised prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists. (§ 11-8-26a)

CITY OF BUCKHANNON
GOVERNMENT ENTITY

70 E MAIN ST
STREET OR PO BOX
BUCKHANNON 26201
CITY ZIP CODE

CONTROL NUMBER
Fiscal Year Ending: **2026**
Fund: **1**
Revision Number: **2**
Pages: **1 of 1**

Municipality
Government Type

REVENUES: (net each acct.)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
320	Fines, Fees & Court Costs	11,000	5,700		16,700
366	State Government Grants	5,000	60,000		65,000
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Revenues (ALL PAGES) 65,700

Explanation for Account # 378, Municipal Specific:
Explanation for Account # 369, Contributions from Other Funds:

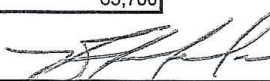
EXPENDITURES: (net each account category)

(WV CODE 7-1-9)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
402	Economic Development	55,000	25,000		80,000
409	Mayor's Office	249,845	14,000		263,845
410	City Council	43,835	11,000		54,835
699	Contingencies*	351,214		100,700	250,514
700	Police Department	1,726,855	5,700		1,732,555
706	Fire Department	1,353,365	8,700		1,362,065
750	Streets and Highways	2,122,942	100,000		2,222,942
976	Public Safety	87,270	2,000		89,270
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Expenditures 65,700

APPROVED BY THE STATE AUDITOR
BY: Deputy State Auditor, Local Government Services Division Date

 9/4/25
AUTHORIZED SIGNATURE OF ENTITY APPROVAL DATE

General Fund Budget Revision 2					
2025-26		9/4/2025			
Revenues					
001-320-000-00	Court Costs, Fees, Charges	\$ 9,000.00	\$ 5,700.00	\$ 14,700.00	Rt 20 Design only Rt 20 North Revenue from Grant
001-366-000-12	Gateway Grant	\$ -	\$ 60,000.00		
			\$ 65,700.00		
Expenses					
001-402-567-01	Contribute To UCDA Restricted	\$ -	\$ 25,000.00	\$ 25,000.00	Contribution to UCDA for Small Business Startup
001-409-457-00	Mayors Capitol Outlay	\$ -	\$ 14,000.00	\$ 14,000.00	American Legal Publishing Ordinance Codification
001-410-567-00	Contribution to Other Government Agencies	\$ -	\$ 6,000.00	\$ 6,000.00	Contribution for partnership City of Elkins & Division of Tourism
001-410-568-00	Council Contribution Outside Agencies	\$ -	\$ 5,000.00	\$ 5,000.00	Contribution to CVB for computer equipment\$2500; Contribution to BU Chamber for Upshur Leadership
001-699-568-00	COUNCIL CONTINGENCY	\$ 351,214.00	\$ (100,700.00)	\$ 250,514.00	
001-700-459-00	Police Capitol Outlay	\$ 253,735.00	\$ 5,700.00	\$ 259,435.00	Parking Vehicle -Enterprise fleet
001-706-459-00	Fire Dept Capitol Outlay	\$ 198,000.00	\$ 8,700.00	\$ 206,700.00	new phone system at Fire Dept.
001-750-215-00	Contribution to CPWB	\$ 100,000.00	\$ 25,000.00	\$ 125,000.00	Trees
001-750-458-08	Gateway Grant Expense	\$ -	\$ 75,000.00	\$ 75,000.00	Design only Rt 20. Resolution approved byCouncil Sept 2024 for \$75,000 (80%-\$60T grant 20%-\$15T city share)
001-976-459-00	Public Safety Complex Cap Outlay	\$ -	\$ 2,000.00	\$ 2,000.00	install fiber at PSC
			\$ 65,700.00		

9. Public Works Report – Director of Public Works Ethan Crosten: Ethan Crosten presented the following:

Street:

- We have been clearing brush along several of the walk trails and the cemetery.
- Completed the final pour of the Island Avenue sidewalk; all that is left on that project is backfilling and cleanup.
- Getting ready to begin the North Florida Street sidewalk and Ritchie/ Fayette Street sidewalk projects.
- The contractors have finished approximately 300ft of curbing, which is half the project, on Pocahontas Street.

Waste:

- There will be a free dump day on September 20th for Buckhannon residents
- The WVDEP will be hosting a free tire drop off on September 6th at the Public Works complex at 395 Mudlick Road.

Sewer:

- Finished improvements on Gate Street, the street department will be paving that street in the next couple of weeks.
- A major upgrade along Henry Street began that will replace approximately 1200ft of clay line.
- Working on several taps and maintenance projects.
- Preparing to upgrade the bull gear on a secondary clarifier.

Water:

- We have finished the service line swaps on Meade Street and will be working on restoration work.
- Preparing to move the crew to Larchmont Lane to improve several troubled areas along that system.

Zoning and Code Enforcement

- Working on right-of-way encroachments.
- Decisions on a few Zoning Board of Appeals cases are attached.

Engineering:

- WVDOH Transportation Alternative Program (TAP) North Locust Street Sidewalk & Lighting Project (Gateway North) – Continuing to work on the design of the North Locust Street/ Route 20 North phase of the Gateway North project.
- WVDOH Transportation Alternative Program (TAP) West Main Street / North Locust Street Sidewalk & Lighting Project – Awaiting the WVDOH Decision in November/ December.
- WVDOH Transportation Alternative Program (TAP) West Main Street / North Locust Street Sidewalk & Lighting Project – The TAP application was submitted to the WVDOH on July 21 per the direction of the City Council. The WVDOH's decision on the application will take place in late November / early December.
- Water Department Asset Management Plan – Continuing to work on the Water Department's Asset Management Plan as time permits. The Asset Management Plan is required by some of the anticipated funding sources that will fund the new water treatment plant.
- Water Department Commercial Real Estate Appraisal Bid – Currently reviewing the (2) commercial real estate appraisals that were provided to the Water Board last week.
- FEMA / WVEMD – Taylor Street Storm sewer grant application – Continuing to work on the FEMA Benefit Cost Analysis (BCA) to determine if the proposed storm project, even if it's conducted in phases, will be eligible for FEMA funding.
- Colonial Arts Center – A Meeting was held on Tuesday, September 2, 2025, to discuss the need for a new HVAC system at the facility. Will begin looking into options and possible contract documents in the upcoming month.

A Q&A took place.

a. Approve Building and Wiring Permits – The Building and Wiring permit applications were presented to the Council for approval.

Zuliani/Randall motioned to approve the Building and Wiring Permits as presented. The motion carried, with Mr. Reger abstaining.



Permit Fee Report #76683 - #76698
08/21/2025 - 09/03/2025

Permit #	Applicant Name	Applicant Address	Primary Contractor	Description	Project Cost	Fee Amount	Electrical Property Type	Asbestos Inspection	Zoning Approval Date	Historic Property	Flood Zone Area	Flood Zone /Elevation Certificate	FEMA Accessory Use
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Group: Commercial-Industrial (nonresidential)

76690	Independent United Brethren Church	6 Latham St	Spotloe Construction	Repair & paint window frames. Install plexiglass on windows	2,800.00	26.60		No	8/25/2025	Yes	N/A	No	
76691	CHINA WOK-WANG MENG ZHONG	42 E. MAIN ST	THOMAS A BENNETT	NEW ROOFTOP HVAC SYSTEM	6,000.00	57.00		No	8/25/2025	Yes	N/A	No	No
					8,800.00	83.60							

Group: No Charge

76697	FRED EBERLE TRADE SCHOOL	208 MORTON AVE	HIGH POINT CONSTRUCTION	PARKING LOT AND UTILITIES 2 LIGHT POLES	409,500.00	0.00	A Commercial Property	No	9/2/2025	No	N/A	No	No
76689	KEITH ROWAN	48 THURMAN AVE		HANDICAP RAMP	5,000.00	0.00		No		No	Zone AE	Yes-Elevation Cert. Not Required	No
76686	City of Buckhannon	70 E Main St	WV Paving	Fall Paving S. Florida St, N. Florida St, W. Lincoln St, Ohio St	175,952.50	0.00					N/A		
					590,452.50	0.00							

Group: Residential (non-commercial)

76698	Allen Cook	126 Fayette St	ALFORD FOUNDATION & CRAWLSPACE	Waterproofing Basement	26,520.84	238.69			9/3/2025	No	N/A	No	
76696	PENDING												
76695	JAMES POWELL	126 POCAHONTAS ST	CAROLINA CARPORTS INC	CARPORT 12'X25'	4,235.00	46.59		No	8/27/2025	No	N/A	No	No
76694	LINDA NAVARRA	53 W LINCOLN ST		GUTTERWORK	109.62	10.00		No	8/27/2025	No	N/A	No	No
76693	DALE & ROBYNN SHANNON	1 ELIZABETH ST	Solar Holler LLC	INSTALLATION OF ROOF MOUNTED SOLAR ARRAY PANELS	34,586.00	311.27	B2 Single Family Residential (500 sq ft)	No	8/27/2025	Yes	N/A	No	No
76692	Cheryl Lanasa	89 S Kanawha St	K & L Builders LLC	6ft Vinyl Fence	20,000.00	180.00			7/30/2025	Yes	N/A	No	
76687	EDWARD BRADLEY	134 CAMDEN AVE	REGER COMPANIES, LLC	REROOF	15,000.00	165.00		Yes -If yes attach report		No	N/A	No	No
76688	DAVID FEOLA	24 MEADE ST	LIGHT'S MASONRY	REROOF-METAL OVER SHINGLES	7,000.00	77.00		No		Yes	N/A	No	No

				LEAK REPAIR									
76683	MARK SPENCER	45 MEADE ST	SUNRISE ROOFING	REROOF-METAL OVER SHINGLES	14,500.00	159.50		No		Yes	N/A	No	No
76684	Tim Reese	42 College Ave	TRADEWORX	Replace Concrete Section of Private Sidewalk to level ramp due to trip hazard. Landscaping with mulch.	1,000.00	11.00			8/22/2025	Yes	N/A	No	
76685	DIANE CORLEY	21 MEADE ST	LUBY CHIMNEY SWEEP LLC	CHIMNEY CAPPING	1,670.56	18.38		No		Yes	N/A	No	No
					138,622.02	1,371.43							

Group: Residential Electrical Fee

76693	DALE & ROBYNN SHANNON	1 ELIZABETH ST	Solar Holler LLC	INSTALLATION OF ROOF MOUNTED SOLAR ARRAY PANELS	34,586.00	100.00	B2 Single Family Residential (500 sq ft)	No	8/27/2025	Yes	N/A	No	No
					34,586.00	100.00							

Group: Zoning Application Fee

76698	Allen Cook	126 Fayette St	ALFORD FOUNDATION & CRAWLSPACE	Waterproofing Basement	26,520.84	20.00			9/3/2025	No	N/A	No	
76696	PENDING												
76695	JAMES POWELL	126 POCAHONTAS ST	CAROLINA CARPORTS INC	CARPORT 12'X25'	4,235.00	20.00		No	8/27/2025	No	N/A	No	No
76693	DALE & ROBYNN SHANNON	1 ELIZABETH ST	Solar Holler LLC	INSTALLATION OF ROOF MOUNTED SOLAR ARRAY PANELS	34,586.00	20.00	B2 Single Family Residential (500 sq ft)	No	8/27/2025	Yes	N/A	No	No
76694	LINDA NAVARRE	53 W LINCOLN ST		GUTTERWORK	109.62	20.00		No	8/27/2025	No	N/A	No	No
76692	Cheryl Lanasa	89 S Kanawha St	K & L Builders LLC	6ft Vinyl Fence	20,000.00	20.00			7/30/2025	Yes	N/A	No	
76691	CHINA WOK-WANG MENG ZHONG	42 E. MAIN ST	THOMAS A BENNETT	NEW ROOFTOP HVAC SYSTEM	6,000.00	20.00		No	8/25/2025	Yes	N/A	No	No
76690	Independent United Brethren Church	6 Latham St	Spotloe Construction	Repair & paint window frames. Install plexiglass on windows	2,800.00	20.00		No	8/25/2025	Yes	N/A	No	
76684	Tim Reese	42 College Ave	TRADEWORX	Replace Concrete Section of Private Sidewalk to level ramp due to trip hazard.	1,000.00	20.00			8/22/2025	Yes	N/A	No	

				Landscapi ng with mulch.									
					109,25 1.46	180.0 0							
Group Total: 9													
					881,71 1.98	1,735. 03							
Total Records: 26													
9/3/2025													

ii. Zoning Board of Appeals Memorandum Decision re: 152 Randolph St., 133 Pocahontas St., 188 Pocahontas St. – This was for information only. No action was necessary.

BEFORE THE ZONING BOARD OF APPEALS OF THE CITY OF BUCKHANNON, WEST VIRGINIA

IN RE: 133 POCAHONTAS STREET APPEAL OF DENIAL OF ZONING
BUCKHANNON, WEST VIRGINIA PERMIT APPLICATION
PATRICK JACK

MEMORANDUM DECISION

On May 28, 2025, Applicant Patrick Jack, of 133 Pocahontas Street in the City of Buckhannon (“Applicants”), appeared in person before the Zoning Board of Appeals of the City of Buckhannon, West Virginia (“Board”) on hearing of his Application for the Zoning Variance under Ordinance No. 244 of the City of Buckhannon (hereafter “Zoning Ordinance”). Following a full hearing of its application, and due consideration of the facts of the case and applicable law, the Zoning Board of Appeals GRANTS the requested variance for the reasons stated herein.

Factual Background

The property located at 133 Pocahontas Street is within the municipal boundaries of the City of Buckhannon, is within the R-2 – General Residential District A zone established by the City’s Zoning Ordinance and is owned by the Applicants. The Applicants seek to construct a 2-story addition on an existing foundation on the property measuring five feet by twenty feet. Its initial application was denied by the zoning officer because of the requirement of Section 502(C)(5)(a) related to the size of side yards, the proposed yard size falling below the minimum required yard size under the Zoning Ordinance. No other person appeared before the Zoning Board of Appeals hearing on this matter.

Legal Analysis

The activities and decisions of the City’s Zoning Officer and Zoning Board of Appeals are primarily governed by the City of Buckhannon’s Ordinance No. 244. This ordinance establishes the City’s zoning districts and establishes the rules under which property owners may improve property within the individual zones. The Zoning Ordinance has the force of law within the City of Buckhannon, and the Zoning Board of Appeals is the final municipal administrative authority in the enforcement of the Zoning Ordinance, subject only to such changes to the ordinance as may be enacted by the City Council of the City of Buckhannon.

Section 502 of the Zoning Ordinance establishes requirements for the construction of, among other property improvements, side yards. However, the Board possesses the power to waive that particular requirement of the ordinance based upon the proposed use of the property, when granting a waiver or variance does not otherwise frustrate the purposes of the Ordinance. Section 101 of the Zoning Ordinance establishes its purposes. “The purpose of this ordinance is to plan areas so that adequate light, air, convenience of access, and safety from fire, flood and other dangers may be secured; that congestion in the public streets may be lessened or avoided; that lots, buildings and other structures may be maintained in a safe, clean and attractive manner. . . .”

Conclusion

It is the opinion of this Zoning Board of Appeals that the Applicant’s proposed use of their property does not cause offense or injury to the purposes of Ordinance No. 244, and that the public interest is served in granting the application. In particular, it notes that the applicant intends to maintain a rear yard no less than three feet from the property line. The instant application is GRANTED.

Interested parties are notified of their right to appeal the decision of this Board to the Circuit Court of Upshur County within 30 days of the date below.

Entered this 22nd day of August 2025

ZONING BOARD OF APPEALS OF THE CITY OF BUCKHANNON

BY:

President

Prepared by:

Thomas J. O'Neill
City Attorney
70 East Main Street
Buckhannon, WV 26201

BEFORE THE ZONING BOARD OF APPEALS OF THE CITY OF BUCKHANNON, WEST VIRGINIA

IN RE: 152 RANDOLPH STREET APPEAL OF DENIAL OF ZONING
BUCKHANNON, WEST VIRGINIA PERMIT APPLICATION
SOUTH BUCKHANNON MISSION CHURCH

MEMORANDUM DECISION

On May 28, 2025, Applicant South Buckhannon Mission Church, of 152 Randolph Street in the City of Buckhannon ("Applicants"), appeared in person before the Zoning Board of Appeals of the City of Buckhannon, West Virginia ("Board") on hearing of his Application for the Zoning Variance under Ordinance No. 244 of the City of Buckhannon (hereafter "Zoning Ordinance"). Following a full hearing of its application, and due consideration of the facts of the case and applicable law, the Zoning Board of Appeals GRANTS the requested variance for the reasons stated herein.

Factual Background

The property located at 152 Randolph Street is within the municipal boundaries of the City of Buckhannon, is within the R-2 – General Residential District A zone established by the City's Zoning Ordinance and is owned by the Applicants. The Applicants seek to construct a fellowship hall measuring fifty feet by eighty feet. Its initial application was denied by the zoning officer because of the requirement of Section 502(C)(6)(a) related to the size of rear yards, the proposed yard size (20 feet) falling below the minimum required yard size under the Zoning Ordinance (40 feet). No other person appeared before the Zoning Board of Appeals hearing on this matter.

Legal Analysis

The activities and decisions of the City's Zoning Officer and Zoning Board of Appeals are primarily governed by the City of Buckhannon's Ordinance No. 244. This ordinance establishes the City's zoning districts and establishes the rules under which property owners may improve property within the individual zones. The Zoning Ordinance has the force of law within the City of Buckhannon, and the Zoning Board of Appeals is the final municipal administrative authority in the enforcement of the Zoning Ordinance, subject only to such changes to the ordinance as may be enacted by the City Council of the City of Buckhannon.

Section 502 of the Zoning Ordinance establishes requirements for the construction of, among other property improvements, side yards. However, the Board possesses the power to waive that particular requirement of the ordinance based upon the proposed use of the property, when granting a waiver or variance does not otherwise frustrate the purposes of the Ordinance. Section 101 of the Zoning Ordinance establishes its purposes. "The purpose of this ordinance is to plan areas so that adequate light, air, convenience of access, and safety from fire, flood and other dangers may be secured; that congestion in the public streets may be lessened or avoided; that lots, buildings and other structures may be maintained in a safe, clean and attractive manner. . . ."

Conclusion

It is the opinion of this Zoning Board of Appeals that the Applicant's proposed use of their property does not cause offense or injury to the purposes of Ordinance No. 244, and that the public interest is served in granting the application. In particular, it notes that the applicant intends to maintain a rear yard with a size of 20 feet from the property line, maintaining some green space on the property. The instant application is GRANTED.

Interested parties are notified of their right to appeal the decision of this Board to the Circuit Court of Upshur County within 30 days of the date below.

Entered this 22nd day of August 2025

ZONING BOARD OF APPEALS OF THE CITY OF BUCKHANNON

BY:
President

Prepared by:

Thomas J. O'Neill
City Attorney
70 East Main Street
Buckhannon, WV 26201

BEFORE THE ZONING BOARD OF APPEALS OF THE CITY OF BUCKHANNON, WEST VIRGINIA

IN RE: 188 POCAHONTAS STREET
ZONING BUCKHANNON, WEST VIRGINIA
MATTHEW WOOD

APPEAL OF DENIAL OF
PERMIT APPLICATION

MEMORANDUM
DECISION

On May 28, 2025, Applicants Matthew and Melissa Wood, of 188 Pocahontas Street in the City of Buckhannon ("Applicants"), appeared in person before the Zoning Board of Appeals of the City of Buckhannon, West Virginia ("Board") on hearing of his Application for the Zoning Variance under Ordinance No. 244 of the City of Buckhannon (hereafter "Zoning Ordinance"). Following a full hearing of its application, and due consideration of the facts of the case and applicable law, the Zoning Board of Appeals DENIES the requested variance for the reasons stated herein.

Factual Background

The property located at 188 Pocahontas Street is within the municipal boundaries of the City of Buckhannon, is within the R-2 – General Residential District A zone established by the City's Zoning Ordinance and is owned by the Applicants. The Applicants placed a boundary fence around their front yard without first filing for a building permit or seeking zoning review by the City's code enforcement officer. The boundary fence was found, upon inspection by the City, to encroach across the Applicants' property line and into the public right-of-way for Pocahontas Street adjacent to the property. The Applicants sought a hearing before the Board to determine their rights and seek ratification of their placement of the fence and appeared in person. No other person appeared before the Zoning Board of Appeals hearing on this matter.

Legal Analysis

The activities and decisions of the City's Zoning Officer and Zoning Board of Appeals are primarily governed by the City of Buckhannon's Ordinance No. 244. This ordinance establishes the City's zoning districts and establishes the rules under which property owners may improve property within the individual zones. The Zoning Ordinance has the force of law within the City of Buckhannon, and the Zoning Board of Appeals is the final municipal administrative authority in the enforcement of the Zoning Ordinance, subject only to such changes to the ordinance as may be enacted by the City Council of the City of Buckhannon.

Section 605 of the Zoning Ordinance establishes requirements for the construction of, among other property improvements, boundary fences. The section provides in relevant part: *"Fences, hedges or other plantings, structures or walls, shall not be located on any lot so as to encroach upon any street, alley or sidewalk right of way, and on corner lots, shall not in any event be located closer than five feet (5') to the corner points of the sight triangle in order to facilitate vision across such corner lot by motorists and pedestrians."*

As argued by the City Attorney in this matter, the City's Zoning Board of Appeals does not possess the authority to grant variances to the requirement that fences not encroach upon city streets. In this case, the fence as construction plainly appears to encroach by several feet into the public right-of-way for both Pocahontas Street and Taylor Street, and constitutes a continuing trespass.

Conclusion

It is the opinion of this Zoning Board of Appeals that the Board lacks jurisdiction to waive the requirement of Ordinance No. 244 that requires fences to not encroach onto the right-of-way of any public street, alley, or sidewalk. Therefore, the instant application is DENIED.

Interested parties are notified of their right to appeal the decision of this Board to the Circuit Court of Upshur County within 30 days of the date below.

Entered this 15th day of July 2025

ZONING BOARD OF APPEALS OF THE CITY OF BUCKHANNON BY:

President

Prepared by:

Thomas J. O’Neill
City Attorney
70 East Main Street
Buckhannon, WV 26201

10. Fire Department Report – Chief J.B. Kimble – Recorder Sanders recognized Chief J.B. Kimble, who began by again congratulating Lt. Maria Potter. He then provided an overview of his activity reports. He mentioned that on October 4, 2025, at 6:00 pm at the Virginia Thomas Law Center of Performing Arts on the campus of WVWC, there will be a Mental Health (PTSD) Seminar for all first responders, provided by Battalion 1 Consultants.

a. Pinning of Lieutenant Maria Potter – Action taken earlier in the meeting.

b. Fire Civil Service Commission Recommendation of Top 3 Candidates to Council for Consideration of Hiring & to Set Date of Interviews for Position of Probationary Firefighter - Chief Kimble and Recorder Sanders presented the Fire Civil Service Commission’s recommendation of the top 3 candidates to the Council for Consideration of Hiring and requested that a date be set for the interviews for the position of Probationary Firefighter. Sanders requested that Teresa Summers from the Mayor's Office set a date for the interviews for the position of Probationary Firefighter.

August 21, 2025

Mayor and City Council Members,
Re: Approval of candidates per the Fire Civil Service Commission for probationary firefighter list of certified eligibles. A Fire Civil Service Commission meeting was held on August 12, 2025 to review and to begin the process to replenish the eligibility list for submittal of three (3) candidates to City Council as required by the Fire Civil Service Commission Rules and Regulations. City Council has authorized identification of the top three candidates to arrange for the interviews and make a hiring decision.

Upon completion of the Buckhannon Fire Civil Service requirements we are pleased to advance and certify the following candidates to the list of eligibles for the position of probationary firefighter.

- | | |
|----------------------------------|--------------------------|
| 1. Bowers, Joshua Paul | Expire 08/12/2028 |
| 2. Rexroad, Shaun Thomas | Expire 08/12/2028 |
| 3. Pritchard, Tyler Jesse | Expire 03/04/2026 |

In the event that one of these candidates declines or is unwilling to be available, then the next top scoring candidate(s) will be moved to the certified list.

- | | |
|----------------------------------|--------------------------|
| 4. Hamric, Talan Ray | Expire 08/12/2028 |
| 5. Rohr, Alyssa Paige | Expire 08/12/2028 |
| 6. Kelley, Ryan Seth | Expire 08/12/2028 |
| 7. Hart, Zachery Seth | Expire 05/04/2027 |
| 8. Rasnake, Matthew Blake | Expire 08/12/2028 |

Commissioner Lanora Wentz
Commissioner Coty Martin
Commissioner Abigail Benjamin
City Recorder Randall Sanders

Thomas/Zuliani motioned to accept the Fire Civil Service Commission’s recommendation of the top three candidates for the position of Probationary Firefighter. The motion carried.

11. City Attorney's Report – Thomas J. O'Neill

a. Approval Ordinance No. 475 Amending Ordinance No. 438 Municipal Purchasing – 2nd /Final Reading – City Attorney Tom O'Neill presented the Ordinance No. 475 Amending Ordinance No. 438 Municipal Purchasing – 2nd /Final Reading. This will open up opportunities for the City to use certain purchase cooperatives throughout the country.

ORDINANCE NO. 475 OF THE CITY OF BUCKHANNON, AN ORDINANCE
AMENDING ORDINANCE NO. 438, PROVIDING FOR THE PROCESSES BY WHICH
MUNICIPAL PURCHASING SHALL TAKE PLACE; ALLOWING THE USE OF CERTAIN
SERVICE COOPERATIVES IN PURCHASING

WHEREAS, West Virginia Code §8-12-10 empowers a municipality to provide for the central purchasing of materials, supplies, or equipment, including motor vehicles; and,

WHEREAS, the Council of the City of Buckhannon has enacted Ordinance No. 438 to provide for its own purchasing procedures; and,

WHEREAS, investigation has revealed opportunities to introduce further efficiencies and savings into the City's purchasing alternatives through the use of service cooperatives established by public agencies; and,

WHEREAS, City of Buckhannon Ordinance No. 438 does not contemplate the use of service cooperatives outside that maintained by the West Virginia Department of Administration; and,

WHEREAS, the Council of the City of Buckhannon desires to expand the number of service cooperatives in which it may participate to provide for more competitive pricing of goods and services for the benefit of the public,

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE COUNCIL OF THE CITY OF BUCKHANNON, AS FOLLOWS:

ARTICLE I – USE OF SERVICE COOPERATIVES AUTHORIZED, NOT REQUIRED:

In addition to the purchasing procedures provided for or authorized in Ordinance No. 438, any materials, supplies, or equipment - including motor vehicles - may at the discretion of the City's authorized representatives be purchased pursuant to an agreement with a *bona fide* service cooperative created by the United States of America or any state or territory thereof, for centralized purchasing for all governmental units which are parties to such agreement. Purchases made under any of these agreements are not subject to the requirements of Ordinance No. 438, but Council shall approve such purchases by motion, recorded in the minutes of the meeting whereat the Council adopted such motion.

ARTICLE II – SEVERABILITY:

In the event that any provision of this Ordinance is determined to be unconstitutional or otherwise invalid by a court exercising competent jurisdiction, such determination shall not affect the validity of this Ordinance as a whole or the provisions thereof which are not specifically determined to be unconstitutional or invalid.

ARTICLE III – EFFECTIVE DATE:

This Ordinance shall be deemed effective thirty (30) days following the second (2nd) reading, passage and adoption by the Council of the City of Buckhannon, i.e., October 4, 2025.

FIRST READING:

August 21, 2025

SECOND READING, PASSAGE AND ADOPTION:

September 4, 2025

Robert N. Skinner, III, Mayor

CERTIFICATE OF ENACTMENT

I, Randall H. Sanders, City Recorder, do hereby certify that the foregoing Ordinance No. 475 was lawfully ordained and enacted by the Council of the City of Buckhannon at a regular session of the said Council assembled on September 4, 2025.

Randall H. Sanders, City Recorder

Zuliani/Reger motioned to approve Ordinance No. 475 Amending Ordinance No. 438 Municipal Purchasing – 2nd /Final Reading. The motion carried.

b. American Legal Publishing Codification Proposal – City Attorney Tom O'Neill presented the American Legal Publishing Codification Proposal, which is for a total of \$13,750 (plus shipping & handling), an online searchable feature for a one-time setup fee of \$1,290, and an annual hosting fee of \$595. Other potential costs are listed in the proposal regarding pages with graphics, etc., and pages over the proposed estimated amount.

Zuliani/Randall motioned to approve the American Legal Publishing codification proposal as presented. The motion carried.

Mr. O'Neill reported on the property trade with West Virginia Wesleyan College. It should be finalized soon. No action was necessary as this was informational only.

12. Old Business Discussions

a. Third Party Towing & Storage Services for Community Events – Sanders reported that we have yet to have a proposal submitted for this service. No action was necessary.

b. Revisit Zoning Application Process – Action taken earlier in the meeting.

13. New Business Discussions – action on items a. i. and ii was taken earlier in the meeting.

a. Water Treatment Plant Project

i. Consideration of enactment on third and final reading following a public hearing thereon of a Note Authorizing Ordinance of the City which authorizes the issuance by the City of its Water Revenue Bond Anticipation Note, Series 2025 (Tax Exempt) in an amount not to exceed \$6,000,000 for the purpose of financing design, property acquisition and pre-construction activities relating to future improvements to the waterworks system of the City as well as costs of issuance of such Note and related costs.

ii. To consider for adoption on a Supplemental Resolution of the City providing authorizations and approvals with respect to the issuance by the City of its Water Revenue Bond Anticipation Note, Series 2025 (Tax Exempt) in an amount not to exceed \$6,000,000 for the purpose of financing design, property acquisition and pre-construction activities relating to future improvements to the waterworks system of the City as well as costs of issuance of such Note and related costs.

14. Council Members' Remarks and Announcements

Scott Randall: Mr. Randall again congratulated Maria Potter for her promotion and for her excellent character. He also appreciated the organizations that received proclamations this evening, the American Legion Post 7 and the Elizabeth Zane Chapter, and thanked them for their volunteer efforts.

Pamela Bucklew: Mrs. Bucklew has received several positive comments regarding the reduction in speed to 25 mph on Marion Street. She also reminded people to sign up for the Halloween decorating program in the Downtown area. She mentioned that she appreciated Jerry Henderson for attending today’s meeting and for all that she does for the community.

Jack Reger: Mr. Reger thanked and congratulated the American Legion Post 7 and the Elizabeth Zane Chapter- Daughters of the American Revolution. He enjoyed the proclamations they each received. He also commended West Virginia Wesleyan College on the new programs at Battlers Knob and the LPN program. He congratulated Lt. Maria Potter, and he mentioned a complaint regarding the parking on Smithfield Street.

Robert Zuliani: Mr. Zuliani congratulated Lt. Maria Potter and the organizations that were recognized this evening, the American Legion Post 7 and the Elizabeth Zane Chapter- Daughters of the American Revolution. He has heard several positive remarks about the recent street paving. He mentioned that the Smithfield Street traffic situation is getting worse.

Dave Thomas: Mr. Thomas echoed what the others had said. He also condemned the Smithfield Street traffic situation. He spoke of his support of the fundraiser for the animals that was mentioned earlier. He is concerned about the number of individuals who appear to be homeless in the city, as well as the number of opportunity homes that we have in Buckhannon.

15. City Recorder’s Report, Remarks, and Announcements – Recorder Sanders provided the following report:

a. Report of Events, Correspondence, and Information

i. Announcement: Buckhannon Small Business Start-Up Grant Program

BUCKHANNON, WV: During the City of Buckhannon’s regular public meeting on Thursday, August 21, the City Council unanimously approved an investment of \$25,000 to the Upshur County Development Authority aimed at providing crucial financial support and attracting new businesses to set up shop in our city through a team effort.

Below are the details of the grant opportunity (a downloadable PDF of the same is also attached). We hope to have the application process live and available as early as next week!

Through this innovative effort, our collective goal is to establish the City of Buckhannon as **THE** place for small businesses to begin, grow, and thrive!

City of Buckhannon & Upshur County Development Authority
[New Small Business Start-Up Support Grant](#)

Through the collaborative efforts of the City of Buckhannon, Upshur County Development Authority, Buckhannon-Upshur Chamber of Commerce, the Small Business Development Center, and West Virginia Wesleyan College, our community seeks to provide financial and mentorship-related support to the local small business community, encourage the entrepreneurial spirit by fostering a healthy and attractive environment for small businesses to begin, grow, and thrive.

The City of Buckhannon will invest the sum of **\$25,000** with the Upshur County Development Authority to assist new, small business owners with overcoming the costly start-up expenses often associated with a business creation. The up-front financial burden of paying a security deposit, rent, utility hook-ups, insurance, point-of-sale service, inventory, and marketing all at once can be both prohibitive and detrimental to a small business in its infancy stages. This grant opportunity will provide new business owners with both the financial and knowledge-based support necessary to ensure long-term success and sustainability.

Similar to the successful “Façade Grant” program already in effect, outlined are the parameters for this program. The business must be...

- 1) New (or open less than 6 months).
- 2) Located within properly zoned (commercial) areas inside Buckhannon city limits.
- 3) A client of the West Virginia Small Business Development Center. *Services are free*
- 4) Registered with the West Virginia Secretary of State and the City of Buckhannon.
- 5) Have a physical, “brick and mortar” storefront location.
- 6) For-profit retail, restaurant/café, or service-providing in nature (i.e., photography studio).

To receive grant funding, a new business owner must complete a full application packet (including items listed below) and submit it to the Upshur County Development Authority.

A complete application should include:

- 1) Completed grant application (found on the U.C.D.A. website)
- 2) Business licenses – both the State of West Virginia and the City of Buckhannon
- 3) Comprehensive business plan including financial projections – expenses and income
- 4) Copy of executed lease contract
- 5) Proof of business insurance
- 6) Request for funding amount

- 7) Narrative showing how the funds will be used
- 8) Proof of expenses (receipts) for reimbursement
- 9) Signed promise to provide a report back to the funding organization

An established committee (see next page) will vet each submission, provide feedback if necessary, and recommend approval upon successful review. Grant funds will be distributed on a dollar-for-dollar basis up to a maximum cap of **\$5,000 per new business**. The funds will be allocated specifically for the expenditure outlined and requested in the application proposal.

The committee established to review and approve application submissions will include:

- 1) Upshur County Development Authority Executive Director
- 2) Mayor of the City of Buckhannon
- 3) Buckhannon-Upshur Chamber of Commerce Executive Director
- 4) Local Small Business Development Center Coach
- 5) Established local small business owner
- 6) West Virginia Wesleyan MBA student
- 7) Representative from a local bank

Eligible expenses under this grant include assistance with:

- 1) Lease and security deposit payments
- 2) Utility hook-ups and payments
- 3) Physical improvements made to the operating space
- 4) Advertising and Marketing
- 5) Purchase of a point-of-sale system
- 6) Inventory (must be itemized)
- 7) Furniture, fixtures, and/or equipment necessary for business operations

The following businesses and reimbursement opportunities are excluded from this grant:

- 1) Existing/well-established/long-standing/tenured businesses
- 2) Online-only and home-based businesses
- 3) Law firms, insurance agencies, financial advising firms, accountants, banking institutions, short-term/pop-up businesses, and non-profit organizations
- 4) Non-business-related (personal) expenses
- 5) Exterior façade improvements – Please complete a separate façade grant application

At the end of the grant, the business owner agrees to provide a final report to the Upshur County Development Authority illustrating how the funds made starting a new business possible.
At the conclusion of one year, the Upshur County Development Authority Executive Director will provide a comprehensive report to the Council of the City of Buckhannon showing the financial investment provided to each new business.

Small businesses are the backbone of every community. Creating a healthy environment that encourages business growth enhances the economic vitality of the city and region. The goal of this program is to establish Buckhannon as a small business incubation city - where entrepreneurs are supported, and new businesses can grow and thrive. Utilizing the wealth of local resources found within collaborative organizations mentioned above, the mission of the committee is to ensure strong, well-thought-out, profitable, sustainable, and positive business growth through both financial and experience-related (mentorship) support to new business owners.

Randy Sanders
City Recorder & Information Coordinator
Manager, The Event Center at Brushy Fork
City of Buckhannon, WV
Cell - 304/472-4026
City Hall - 304/472-1651

ii. Notice COB Surplus Auction on 09/17/25 9 am at 30 Brushy Fork Crossing

The City of Buckhannon will be participating in a public auction with Partner Auctions on Wednesday, September 17, 2025 at 9:00 A.M.. The auction will take place at 30 Brushy Fork Crossing, Buckhannon, WV 26201. Items may be viewed by contacting Partner Auctions at info@partner-auctions.com or 304-701-0175. The City of Buckhannon reserves the right to reject any and/or all bids. The following is a list of items for sale:

CITY EQUIPMENT	
Year	
2002	GMC Sierra 3500 with Crane
2005	Volvo Garbage Truck
1991	International Garbage Truck

2014	Kawasaki Mule Side by Side	
2014	Ford Fusion	
2000	Chevy Dump Truck	
	Power Curbers 5700 Concrete Curb	
1990	Machine	
	(3) Cummins Diesel Generators	200 kW
	(1) Cummins Diesel Generators	450 KW
	(2) Cummins Diesel Generators	50 kW
	(5) Cummins Automatic Transfer Switches	Size unknown

iii. Buckhannon Water Treatment Plant Project-Frequently Asked Questions (FAQ)

Buckhannon Water Treatment Plant Project – Frequently Asked Questions (FAQ)

BUCKHANNON, WV: The City of Buckhannon plans to construct a new \$33 million water treatment plant and invest an additional \$5.5 million in pipeline upgrades. Here are the most common questions that have been asked by the public, and the answers from those involved in the project.

1. What is the Buckhannon water project about?

The City of Buckhannon plans to construct a new \$33 million water treatment plant and invest an additional \$5.5 million in pipeline upgrades. Add in engineering, property acquisition, financing fees, and project contingencies, the total project cost is estimated to be approximately \$47.3 million. This project will continue to ensure clean, reliable water for thousands of homes throughout Buckhannon and much of Upshur County through the Public Service Districts.

2. Why is Buckhannon building a new water plant instead of fixing the old one?

A feasibility study has shown that retrofitting the existing water plant would be more expensive than constructing a new one. The new plant is a long-term investment in infrastructure and public health, including the addition of treatment processes to meet future regulatory water treatment needs.

3. Who is involved in the project?

The project is a collaboration between:

- Buckhannon Water Board
- Potesta & Associates (engineering)
- Steptoe and Johnson (legal)
- Smith, Cochran, and Hicks (accounting)
- Region VII Planning and Development Council (project administration)

4. How will the project be funded?

All costs related to the proposed water treatment plant and water distribution system improvements must be paid from the water rates collected. For this project, the City plans to apply for grants and borrow the remaining amount from various sources. Here is the breakdown based on our most current information:

- \$13 million in grants (hard to get approved, but if they are, they will be forgiven)
- \$34.3 million in loans from the USDA, WV Department of Environmental Protection Fund, and the WV Infrastructure and Jobs Development Council (IJDC) (all must be paid back through water rate collections)

5. Will water rates go up?

Yes. A total increase of approximately 62% is projected, ultimately raising the average monthly water bill from \$27.26 to \$44.14 (based on 3,400 gallons used a month). This will happen in two to three

smaller increases. As loans for the project will be taken out soon, the first small increase is likely to occur by the end of 2025 or in early 2026.

6. Why is a rate increase necessary?

The current rates cover the costs of the Buckhannon Water Department's current operations. The rate increase is needed not only for the current operations but also for the following:

- Repay the loans and interest for the money being borrowed to purchase the necessary land for the plant, pay for the engineering and design services, and the construction of the proposed water treatment plant and water distribution system improvements.
- Qualify for state and federal funding, which requires cities to demonstrate local financial commitment

7. When will the rate increase happen?

The increase will likely be phased in over time, in two steps. The first phase could begin within six to eight months to cover interest payments on the Bond Anticipation Note, which is a way to bridge the gap between the need for immediate funds to pay for property acquisition, engineering and design costs, and the expected proceeds from a long-term loan, which will be a 20 to 40 year loan period.

8. Could the rate increase be lower than projected?

Possibly. The final amount depends on:

- Interest rates and other terms on loans
- How much grant funding is secured

9. How does Buckhannon's water rate compare to other WV cities?

As of June 2025, Buckhannon is ranked 30th out of 329 water providers in WV, meaning residents currently pay less than 90% of the state.

10. Why is a higher rate required to get funding?

State and federal agencies consider water rates as a percentage of the Median Household Income (MHI). Buckhannon's rate is currently at 0.77%, far below the 1.25% threshold considered the minimum for funding eligibility. Low rates actually make Buckhannon less competitive for grants and loans.

11. Is this increase permanent?

Yes, the rate increase is intended to support long-term infrastructure investments and operating costs for the new facility. It will become part of the City's ongoing utility rate structure.

12. Will there be opportunities for public input?

Yes. There will be:

- Public meetings
- Ordinance readings

Residents will have chances to learn more and provide feedback before final rates are adopted.

13. What's the timeline for construction?

The design is expected to take approximately two years, with interim financing required beforehand to purchase the property and initiate design work. Construction will commence once the design and funding are in place, with an anticipated start date of September 2027.

14. What is interim financing, and why is it needed?

Before permanent loans and grants are secured, the city will need to borrow from local banks to cover early costs, such as design and property acquisition. These will be short-term, interest-only loans.

15. What official steps has the City taken so far?

- Submitted a Rule 42 and project application filing to the West Virginia Infrastructure and Jobs Development Council
- Voted to proceed with the project and the necessary rate increase process

16. What happens next?

- Interim financing discussions will continue
- The rate ordinance will be finalized before any loan closing
- Public meetings will occur
- Design and planning will begin once interim short term financing is secured

17. Why is this project important?

The current plant is aging. While it continues to produce safe, clean, and reliable water, the cost of repairs is becoming increasingly high and critical plant components are becoming scarce. A new plant ensures Buckhannon will continue its award-winning water service for years to come. It also supports continued growth, economic development, and the promotion of public health in Buckhannon, Upshur County, and portions of Barbour, Harrison, Lewis, Randolph, and Webster counties, whose PSD’s purchase water from the City of Buckhannon Water Treatment Plant.

- iv. Children’s Festival at SYCC on 09/20/25 10 am-2 pm**
- v. BCT- PUFFS Performance 10/23/25-10/26/25 at CAC**

- b. Upcoming Events at The Event Center at Brushy Fork**
 - i. August 18-September 30, 2025 – No Events for Parking Lot Pavement Project**
 - ii. October 11, 2025 - Real Shoot Wrestling Event**
 - iii. October 18, 2025 - BUHS Class of 1970 Reunion**
 - iv. November 8, 2025 - Mountain Heart Training Event**
 - v. November 22, 2025 - Holly Jolly Craft Show**
 - vi. November 29, 2025 - Real Shoot Wrestling Event**
 - vii. December 06, 2025 - Fur Ball Fundraiser**
 - viii. December 09, 2025 - Private Holiday Event**
 - ix. December 20, 2025 - Real Shoot Wrestling Event**

Sanders also mentioned the ribbon-cutting ceremonies that he recently attended for the new Health Net Medical Helicopter that is located at the Upshur Regional Airport. He also discussed the small business start-up grant that we are participating in and the joint tourism program with the City of Elkins that we recently approved.

16. Mayor’s Remarks and Announcements -Mayor Skinner had already left the meeting.

17. Declaration of Adjournment

At 9:05 p.m., Thomas made a motion to adjourn.

Mayor Robert N. Skinner III _____

City Recorder Randall H. Sanders _____